STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS
FOR
INMATE CLINICAL SERVICES

RFP # 32901-31378-24

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1. INTRODUCTION

The State of Tennessee, DEPARTMENT OF CORRECTION, hereinafter referred to as "the State," issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State intends to secure a contract for correctional health and behavioral health services (collectively referred to as "clinical services") as described in Attachment 6.6 *Pro Forma* Contract for facilities throughout the State of Tennessee.

Health Services to be provided include, but are not limited to, primary care, hospitalization, emergency care, specialty care, chronic care, long term care, hospice/palliative care, dental, optometry/optical, ancillary, coordination of pharmacy services with the State Pharmacy Contractor, supplies, equipment, support services and select staffing, including: physicians, select mid-levels, dentists, nurses, health services administrators, and other support staff as designated in Attachment Four of the *Pro Forma* Contract.

Services also include designated staffing in the behavioral health units to be part of a multidisciplinary treatment program. Services include, but are not limited to, triage assessments, medication counseling, and provision administration of psychiatric medications prescribed by behavioral health providers, as described in Section A of the *Pro Forma* Contract.

Behavioral Health Services to be provided include, but are not limited to, psychiatric services, psychological services, substance abuse treatment services, case management services, therapeutic recreational activity services, and pharmaceutical responsibilities, including coordination of pharmacy services with the State Pharmacy Contractor. The Contractor shall provide supplies, equipment, support services, and select staffing, including: physicians who are board certified or board eligible in psychiatry, select mid-levels, nurses, behavioral health services administrators, and other support staff as designated in Attachment Four of the *Pro Forma* Contract.

The Tennessee Department of Correction supervises more than twenty thousand (20,000) inmates and employs more than six thousand (6,000) people. There are fifteen(15) facilities in the State system, four (4) of which are privately managed. Female inmates are housed in three (3) facilities and male inmates are housed in nine (9) facilities. Male inmates in need of acute or continuing healthcare are housed at Lois M. Deberry Special Needs Facility or at any other facility as designated by the State. Female inmates with similar acute medical needs are housed at the Debra K. Johnson Rehabilitation Center or West Tennessee State Prison/Women's Therapeutic Residential Center.

The location of each facility is provided in RFP Attachment 6.8. Facility descriptions can be located at http://www.tn.gov/correction and facility locations can be located at https://www.tn.gov/content/dam/tn/correction/documents/TDOCFacilitiesOfficesMap.pdf.

The State's current operating capacity is twenty-one thousand, six hundred and eighty-eight (21,688) inmates. The following facilities are included in this agreement:

1. Bledsoe County Correctional Complex (BCCX)
    a. This facility has two (2) sites
2. Debra K. Johnson Rehabilitation Center (DJRC)
3. Lois M. DeBerry Special Needs Facility (DSNF)

4. Mark H. Luttrell Transition Center (MLTC)
5. Morgan County Correctional Complex (MCCX)
6. Northeast Correctional Complex (NECX)
7. Northwest Correctional Complex (NWCX)
8. Riverbend Maximum Security Institution (RMSI)
9. Turney Center Industrial Complex (TCIX)
    a. This facility has two (2) sites
10. West Tennessee State Penitentiary (WTSP)
11. Women's Therapeutic Residential Center (WTRC)

As stated earlier, DSNF and DJRC house the majority of long-term care, personal care, and acute healthcare and behavioral health inmates within the State system. These facilities house many geriatrics and physically challenged inmates and provide skilled nursing services. Extensive rehabilitative services are also provided. In addition, the facilities house general population inmates who require routine medical services. Inmates throughout the State who require skilled nursing or advanced nursing care are considered for transfer to DSNF or DJRC.

Tennessee Department of Correction is one of the select correctional jurisdictions to be fully accredited by the American Correctional Association. The State pays for all costs related to ACA audit fees.

It is the intent of the State to require the Contractor to assume comprehensive healthcare and behavioral healthcare services responsibility and management of all clinical services, to include staff as outlined in. *Pro Forma* Contract.

1.1.2. The State currently has two separate contracts – one for Inmate Health Services and a separate one for Inmate Behavioral Health Services. The maximum liability for the current Inmate Health contract is $824,013,661.69, with the Behavioral Health having a total dollar value of $174,558,300.00. An additional cost reimbursement grant, put in place in order to continue to provide MAT and MOUD services until the combined contract is awarded is currently valued at $3,414,098.00. The State reasonably estimates that the combined contract could at minimum, equal the total of these three current contracts, or exceed $1 billion over the total five-year term.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent <u>must</u> sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32901-31378-24

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Erik Busby
Department of General Services, Central Procurement Office
312 Rosa L. Parks Avenue
615-253-8900
Erik.Busby@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Vashti McKinney
Title VI Coordinator
Tennessee Department of Corrections
320 Sixth Avenue North
Nashville, TN 37243
615-253-8237
Vashti.McKinney@tn.gov

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.7).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Respondent Required Review & Waiver of Objections**

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 268 694 662 130
Passcode: QVHfHP

Dial in by phone
+1 629-209-4396,,112914896# United States, Nashville
Find a local number
Phone conference ID: 112 914 896#

Join on a video conferencing device
Tenant key: stateoftn@m.webex.com
Video ID: 113 673 505 9
More info

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

1.10 Performance Bond

The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract specifically faithful performance of the work in accordance with the plans, specifications, and Contract documents. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and, in the

manner, and form prescribed by the State at Pro Forma Contract Attachment Two. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract. The Contractor must meet this performance bond requirement by providing the State a performance bond covering twenty-five (25%) percent of the Contract amount for the first twelve (12) calendar months of the Contract in the amount of Written Dollar Amount ($Number) and thereafter, a new or reissued performance bond in the Contract amount for each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new(or re-issued) bond.) The State reserves the right to review the bond amount and bonding requirements at anytime during the Term. The Contractor shall provide performance bonds to the State prior to the Effective Date and thirty (30) days prior to the beginning of each renewal or extended Term. Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State's prior written approval.

If an intended awardee is unable to comply with the terms of the solicitation and/or the pro forma contract, the intended awardee would be bypassed in favor of the next highest evaluated respondent that can comply with the terms of the solicitation and pro forma contract, in accordance with CPO policies and procedures.

1.11. Site Tours

The State will be conducting site tours at three (3) facilities managed by the State. All tours will begin in the Administrative Building. The locations are as follows:

Debra K. Johnson Rehabilitation Center (DJRC):
3881 Stewarts Lane, Nashville, TN 37218
When: TBD once schedule of events is determined.

Lois M. DeBerry Special Needs Facility (DSNF)
7575 Cockrill Bend Boulevard, Nashville, TN 37209
When: TBD once schedule of events is determined.

Bledsoe County Correctional Complex (BCCX)
1045 Horsehead Lane, Pikeville, TN 37367
When: TBD once schedule of events is determined.

Please contact the RFP Solicitation Coordinator to participate. A listing of visitors and their date of birth are necessary for a background check. Please bring your state issued ID and follow all instructions for visiting a correctional facility below and on the website at https://www.tn.gov/correction/sp/visitation.html .

Personal Property. All persons entering the facility shall be subject to search. State law prohibits weapons, alcohol, drugs, and illegal contraband on State property, including parking areas. Tour participants shall leave all personal items in their vehicles, with the exception of vehicle keys and one form of photo ID. No money, cellphones, pagers, etc. are allowed. Use of tobacco products is prohibited on State property and must remain in the person's vehicle.

Dress Code. All persons entering the facility must be dressed appropriately. Undergarments must be worn. Midriffs and torsos must be covered. Shirts must have sleeves. Dresses, split skirts, and shorts must extend to the top of the knee. Attire that is revealing, made of spandex, or is transparent or translucent is considered to be inappropriate. Clothing with logos that contain pictures, slogans, or

vulgarity or any clothing determined by the processing officer to be associated with any security threat group is inappropriate. (Association may be made by color combination, designs, or logos affixed to the clothing or how the clothing is being worn.) Camouflage attire, overalls, suspenders, and tank tops are considered in appropriate. Close toed shoes shall be worn.

Full Body Scanner. All persons entering the facility will be processed through a full body scanner. Individuals with pacemakers, wheelchairs, pregnant women, or those who think they may be pregnant will not be required to process through the full body scanner.

Parking. Parking may be limited. To ensure timely arrival, carpooling is suggested.

Waiver of Liability. The State shall have no liability related to any site tour. In no event will the State be liable to the Respondent or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statue, regulation, or tort (including but not limited to negligence), or any other legal theory that may arise as a result of or in connection with any site tour.

Indemnity for Site Tour. The Respondent 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 out of or in connection with any site tour.

RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		August 5, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	August 9, 2024
3. Pre-response Conference	10:00 a.m.	August 12, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	August 14, 2024
5. Notify State of RSVP for Facility Tours	10:00 a.m.	August 16, 2024
6. Facility Tours - Debra K. Johnson Rehabilitation Center DeBerry Special Needs Facility Bledsoe County Correctional Complex Bledsoe County Correctional Complex	10 a.m. – Noon 2 p.m. – 4 p.m. 9 a.m. – 11 a.m.	August 21, 2024 August 22, 2024
6. Written "Questions & Comments" Deadline	2:00 p.m.	August 27, 2024

7. State Response to Written "Questions & Comments"		September 6, 2024
8. Response Deadline	2:00 p.m.	September 20, 2024
9. State Completion of Technical Response Evaluations		October 2, 2024
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	October 3, 2024
11. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	October 11, 2024
12. CPO Negotiations		October 14-16, 2024
13. End of Protest Period		October 18, 2024
14. State sends contract to Contractor for signature		October 19, 2024
15. Contractor Signature Deadline	2:00 p.m.	October 31, 2024

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

3.1.1. **Technical Response**. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Response Delivery**

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

"RFP # 32901-31378-24 TECHNICAL RESPONSE ORIGINAL"

and twelve (12) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, USB flash drive labeled:

"RFP # 32901-31378-24 TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 32901- 31378-24 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF" format properly recorded on separate, blank, USB flash drive labeled:

"RFP # 32901-31378-24 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 32901-31378-24 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 32901-31378-24 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 32901-31378-24 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Erik Busby
State of Tennessee, Central Procurement Office
312 Rosa L. Parks Ave.
Erik.Busby@tn.gov
615-253-8900

3.3. Response & Respondent Prohibitions

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, 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.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

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.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/_/#1

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. 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.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

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).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor

and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**25**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**55**
Cost Proposal (refer to RFP Attachment 6.3.)	**20**

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A—Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Solicitation Coordinator will review the response and determine whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The Solicitation Coordinator will review the Proposal Evaluation Team determinations and scores for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The Solicitation Coordinator will determine the apparent best-evaluated Response using the scoring provided by the Proposal Evaluation Team. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the Solicitation Coordinator must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.

RFP # 32901-31378-24 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT</u>

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed 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.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Solicitation Coordinator must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent maintains a satisfactory business relationship with the financial institution. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
	A.5.	Provide at least one of the following financial documents dated within the last three (3) months: (1) an official document or letter from an accredited credit bureau, indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); (2) income statement, indicating the Respondent's financial operations; or (3) balance sheet, showing the Respondent's flow of funds. Any documentation disclosing the amount of cash flows from operating activities should be for the Respondent's most current operating period and must indicate whether the cash flows are positive or negative. If the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows. NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.	
	A.6.	Confirm that if you are intended awardee, you will provide a Certificate of Insurance meeting the requirements of this contract as presented in the RFP at the beginning of each year of the contract term as requested by the State, with the State being co-named with the Respondent.	
	A.7.	Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements must: (1) reflect an audit period for a fiscal year ended within the last 36 months; (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP. NOTES: ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted. All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed,	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		including the license number and state in which the person or entity is licensed.	
	A.8.	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. The Respondent shall acknowledge the obligation to provide a Performance Bond in form to the requirements of the contract. The Respondent further acknowledges that the Performance Bond requirement is a material condition for an award of a contract pursuant to this RFP.	
	A.9.	The State acknowledges that respondents may create creative partnerships through joint ventures, mergers, subcontracting, newly formed entities, etc., in. designing the ideal solution for the State. Although the State seeks a single legal entity for contracting purposes, the combined experience of the respondent and its affiliates may, in the State's discretion, may be considered to meet the experience requirements. If a proposal is submitted on behalf of a "partnership," or "joint venture", respondents are required to detail its members and include a description of each individual and the combined experience of the members of the partnership or joint venture. Moreover, each member of the partnership or joint venture must be jointly and severally liable for all other members. A single member point of contact must be identified and the representations, acts, or omissions of the point of contact shall be deemed authorized and binding by all other members. If the respondent is a limited liability company, please submit the names of all members, and any affiliates of the limited liability company.	
	A.10	Provide a statement detailing the bidding entity is qualified to serve inmate populations in a correctional setting. The vendor(s), whether responding independently, as a partnership, joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) years total of business/corporate experience providing comprehensive clinical services with sufficient levels of services in all areas comparable to the service levels sought via this RFP.	
	A.11.	.-The minimum Capital Requirements for this contract is 25 million dollars. All Respondents must provide proof of meeting these minimum Capital Requirements through, for example, bank letters, credit facilities, working capital, or financial statements.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed 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. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent, or against any affiliate of the Respondent, that the Respondent reasonably believes could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. The Respondent shall disclose any litigation, settlements, or judgments related to any contracts with federal, State, or local government entities and shall include all litigation, settlements, or judgments related to the Respondent or related to affiliates of the Respondent where a federal, State, or local government entity is a party. The Respondent shall disclose any bankruptcy litigation filed by the Respondent or against the Respondent or by or against any affiliate of the Respondent.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information. (d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.
	B.17.	Provide a statement and any relevant details addressing whether the Respondent or any affiliate of the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) is or has been the subject of any criminal, civil, or administrative litigation with any federal, state, or local governmental entity related to a contract for correctional health and/or behavioral health services; (c) is or has been the subject of a judgment for breach of contract and/or fiduciary duty with any federal, state, or local governmental entity; (d) is or has been responsible for the payment of a judgment for breach of contract and/or fiduciary duty related to any contract with a federal, state, or local government entity; (e) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;(f) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and(g) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = RFP § 25)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. 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.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		**20**	
	C.2.	**Transition Plan.** The Respondent must provide a detailed narrative of its 28 day Transition Plan. The plan must detail how the Respondent will make an orderly and efficient transition of the full delivery of services on the Effective Date of the Contract. The Respondent must include a timeline that illustrates how the Respondent will manage the project, ensure completed of the scope of services, and accomplish required objectives within the State's project schedule.		**30**	
	C.3.	**Work Plan**. The Respondent must provide a Work Plan that describes its approach for accomplishing the work outlined in Section A of the *Pro Forma* Contract. The Respondent must provide specific details and work products to show how it will support regional and statewide operations, yet address the specific needs of each State Facility. The Work Plan must include a specific proposal to maximize the use of onsite services at State Facilities. The Respondent must clearly set forth its understanding of the State's requirements of this RFP and its ability to successfully complete this contract. The Respondent's Work Plan must include a description and examples of specific guidelines, practices, and reports that will be utilized in its contract with the State. The Work Plan shall be narrative format and may include photos, graphs, charts, or other visual aids to assist in the description. Mere reiterations of Section A of the *Pro Forma* Contract are strongly discouraged, as they do not provide insight into the Respondent's ability to meet the terms of the contract. The Respondent's response to this section should be designed to convince the State that its detailed plan and approach is realistic, attainable and appropriate to complete		**50**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		the contract and that its bid proposal will lead to the most successful contractual terms.			
	C.4.	**Staffing Plans.** The Respondent shall include its plan for staffing for of the eleven (11) facilities managed by the State. The proposal shall include, at a minimum, the staffing requirements listed in the *Pro Forma* Contract, Attachment Four.		**30**	
	C.5.	Describe the management information system by which the Respondent will provide necessary cost and statistical information on a statewide and facility basis for the State to monitor performance. The system must include licensed reference materials, software, and support staff. Their functions will be reviewed with and approved by the State Director of Clinical Services or designee for health services and the Director of Behavioral Health or designee for behavioral health services within 30 days of the Effective Date of the contract		**20**	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*			**X RFP § 55** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

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.

ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (*I.E.*, MINIMUM AMOUNT, "BLANK" CELLS, *ETC.*)

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**		
	July 1, 2025 — June 30, 2026	**July 1, 2026 — June 30, 2027**	**July 1, 2027 — June 30, 2028**	**July 1, 2028 — June 30, 2029**	**July 1, 2029 — June 30, 2030**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Inmate Clinical Services	**$ / INMATE PER DAY**	**$ / INMATE PER DAY**	**$ / INMATE PER DAY**	**$ / INMATE PER DAY**	**$ / INMATE PER DAY**		1826	
TOTAL 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 / evaluation cost amount being evaluated						**x RFP § 20 (maximum possible score)**		**= SCORE:**

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	July 1, 2025 — June 30, 2026	July 1, 2026 — June 30, 2027	July 1, 2027 — June 30, 2028	July 1, 2028 — June 30, 2029	July 1, 2029 — June 30, 2030	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

FEE SCHEDULE AND BUDGET NARRATIVE

NOTICE: FEE SCHEDULE AND BUDGET NARRATIVE MUST BE COMPLETED EXACTLY AS REQUIRED

FEE SCHEDULE INSTRUCTIONS

1. Respondent shall complete RFP Attachment 6.6c Fee Schedule and include it in their submission.

2. Respondent shall provide a fixed per inmate per day rate that shall cover provision of ALL required services as they pertain to the entire inmate population. The identified rate must include amortized costs as identified and requested herein.

3. Each expense items' daily cost, per inmate per day, must be within the per inmate per day rate. If an expense item on the Fee Schedule is not applicable, put NA in the space provided under "Daily Cost". All expenses must be identified within the structure of this Fee Schedule. Complete the RFP Attachment 6.3.C Budget Narrative for each expense item to provide supporting detail. The Budget Narrative shall mirror the Fee Schedule.

BUDGET NARRATIVE INSTRUCTIONS

1. Respondent shall provide written narratives for each cost item on the Fee Schedule. Respondent may computerize the Budget Narrative Form; however, the format and content must remain unchanged. Be descriptive and provide the State with enough detail to explain how the cost of the expense category was calculated.

RFP ATTACHMENT 6.3. (continued)

Placeholder for RFP Attachment 6.3x – PIPD worksheet

RFP ATTACHMENT 6.4.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment should be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.

(b) Send a reference questionnaire and new, standard #10 envelope to each reference.

(c) Instruct the reference to:

  (i) complete the reference questionnaire;

  (ii) sign and date the completed reference questionnaire;

  (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;

  (iv) sign his or her name in ink across the sealed portion of the envelope; and

  (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).

(d) Do NOT open the sealed references upon receipt.

(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.

(b) E-mail a reference questionnaire to each reference.

(c) Instruct the reference to:

  (i) complete the reference questionnaire;

  (ii) sign and date the completed reference questionnaire;

  (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # **32901-31378-24**".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.

- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

RFP # 32901-31378-24 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire and follow either process outlined below;

Physical:

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail:

- e-mail the completed questionnaire to:
- Erik Busby
  Erik.Busby@tn.gov

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(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(5) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

_____
(must be the same as the signature across the envelope seal)

DATE: _____

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: § 25)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: § 55)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL (maximum: § 20)	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
Solicitation Coordinator Signature, Printed Name & Date:						

RFP ATTACHMENT 6.6.

RFP #32901-31378-24 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

***PRO FORMA* CONTRACT**
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Correction ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Inmate Clinical Services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2 Definitions.

1. "Addiction Treatment and Recovery Services Coordinator" shall mean Contractor staff review Clinical needs of Inmates and specialty consultation information as determined by and in conjunction with the TDOC Director of Behavioral Health Services' designee, which may include a daily discussion of the status of program, contract Compliance with the review, approval, denial, or alternative treatment recommendations for other specialty programs by institutional program managers as referenced in TDOC Policy # 513.07, as may be amended.

2. "Adjunct Appointments" shall mean any academic faculty title preceded with the qualifier "adjunct" which denotes part-time teaching status (usually less than half-time). Adjunct academic faculty may have primary employment elsewhere and are sometimes unpaid positions.

3. "Advanced Cardiac Life Support" ("ACLS") shall mean a constellation of clinical interventions for the urgent treatment of cardiac arrest, stroke and other life-threatening medical (non-traumatic) emergencies, which are beyond basic life-support skills and knowledge. ACLS entails airway management, accessing veins, interpretation of ECG/EKGs, application of emergency pharmacology and early defibrillation with automated external defibrillators.

4. "Advisory Committee on Immunization Practices" ("ACIP") shall mean a committee that provides advice and guidance on effective control of vaccine-preventable diseases in the U.S. civilian population. The ACIP develops written recommendations for routine administration of vaccines to the pediatric and adult populations, along with vaccination schedules regarding periodicity, dosage, and contraindications. ACIP statements are official federal recommendations for use of vaccines and immune globulins in the U.S., and are published by the Centers for Disease Control and Prevention.

5. "Aftercare" shall mean the plan for continuity of Behavioral Health care for an Inmate scheduled for release f rom incarceration and return to the community as referenced in TDOC Policy #513.07, as may be amended.

6. "Against Medical Advice" (AMA) shall mean an instance where a patient may elect to leave a hospital or refuse to undergo prescribed treatment counter to medical advice.

7. "Alternative Treatment Plan" ("ATP") shall mean a compromise plan of treatment deviating from the ideal plan in scope and financial investment.

8. "American Correctional Association" ("ACA") shall mean the accreditation body for correctional, jail and detention facilities. It develops standards for all areas of corrections and implements a system for accreditation for correctional programs, facilities and agencies based on these standards. Also, it supports laws and administrative procedures to safeguard the rights of corrections workers, victims, and offenders in the adult and juvenile correctional process.

9. "ACA Accreditation Audit Inspection" shall mean an inspection that is conducted every 3 years by an ACA inspection team that is measuring an institution's performance by ACA standards.

10. "American Institute for Ultrasound in Medicine" shall mean a multidisciplinary medical association of more than 9000 physicians, sonographers, scientists, students, and other health care providers. Established more than 50 years ago, the AIUM is dedicated to advancing the safe and effective use of ultrasound in medicine through professional and public education, research, development of guidelines, and accreditation

11. "American Optometric Association" shall mean a professional organization founded in 1898 which represents doctors of optometry, optometry students and paraoptometric assistants and technicians in the United States.

12. "American Telemedicine Association" ("ATA") shall mean the professional organization focused on accelerating the adoption of medical care provided by virtual platforms to ensure care is available regardless of the location of the patient or provider.

13. "Assessment Instrument" shall mean the direct administration of a single or battery of standardized psychological instrument(s) to an individual with the intent of establishing a Clinical profile to aid in the diagnostic process and Clinical disposition in accordance with TDOC Policy #113.84 as may be revised.

14. "Assistant Commissioner of Clinical Services" shall mean the State position responsible for the oversight of all healthcare services for TDOC as designated by the TDOC Commissioner.

15. "Average Daily Census" ("ADC") shall mean the average number of patients per day in a hospital over a given period of time.

16. "Average Length of Stay" ("ALOS") shall mean the average period in days that the average person stays in the hospital for a particular procedure or with a particular illness.

17. "Baruim Enema" ("BE") shall mean an x-ray examination of the large intestine (colon and rectum) used to help diagnose diseases and other problems affecting the large intestine.

18. "Basic Cardiac Life Support" ("BCLS") shall mean emergency procedures implemented to maintain viability of heart tissue until advanced support is available. It includes cardiopulmonary resuscitation and automated external defibrillator use.

19. "Behavioral Health Administrator" ("BHA") shall mean the licensed or qualified Behavioral Health professional designated by the Contractor to assume the responsibility of coordinating the delivery of behavioral health services and the Clinical Director at a State Facility.

20. "Behavioral Management" shall mean all of the actions and conscious inactions to enhance the probability people, individually and in groups, choose behaviors, which are personally fulfilling, productive, and socially acceptable.

21. "Board of Parole" ("BOP") shall mean the State agency charged with minimizing public risk and promoting lawful behavior by the prudent, orderly release of adult offenders.

22. "Business Associate" ("BA") shall generally have the same meaning as term is defined at 45 C.F.R. § 160.103.

23. "Cardiopulmonary Resuscitation" ("CPR") shall mean an emergency procedure performed in an effort to manually preserve intact brain function until further measures are taken to restore spontaneous blood circulation and breathing in a person who is in cardiac arrest.

24. "Case Management Services" shall mean services that involve engagement of the patient, assessment, planning, linkage with resources, consultation with families, collaboration with Behavioral Health, medical, community services and security to provide efficient needs of the inmate in accordance with TDOC Policy #113.23 as may be amended.

25. "Central Pharmacy Contractor" shall mean the TDOC Central Pharmacy Contractor that provides pharmacy operation, prescription filling and packaging services at the Lois M. DeBerry Special Needs Facility. The TDOC Central Pharmacy Contractor also ensures that prescriptions are delivered to inmates at TDOC facilities across the State.

26. "Central Transportation" shall mean the TDOC division which coordinates and transports inmates between State and privately managed facilities, to court, hospital or other locations as determined necessary by TDOC leadership.

27. "Centers for Disease Control and Prevention" ("CDCP") shall mean one of the major operating components of the United States Department of Health and Human Services and is recognized as the nation's premiere health promotion, prevention, and preparedness agency.

28. "Certified Peer Recovery Specialist Program" shall mean the program facilitated by inmates with two (2) years of sobriety and who have undergone rigorous screenings and trainings prior to being certified to provide non-clinical support to fellow inmates in recovery from substance abuse.

29. "Certified Peer Recovery Specialist(s)" ("CPRS") shall mean inmates with two (2) years of sobriety who have undergone rigorous screening and training prior to being certified to provide non-clinical support to fellow inmates in recovery from substance abuse as referenced in TDOC Policy #513.07.3, as may be amended.

30. "Certified Peer Recovery Specialist Trainer" ("CPRST") shall mean Contractor staff trainers who shall provide training and support to the Certified Peer Recovery Specialists in State Facilities. The CPRS trainers shall be Certified Peer Recovery Specialists themselves and shall be certified by the Tennessee Department of Behavioral Health and Substance Abuse Services as CPRS trainers so that they can teach the required forty (40) hours' worth of training to other individuals eligible for becoming CPRSs as referenced in TDOC Policy #513.07.3, as may be amended.

31. "Certified Therapeutic Recreation Specialist" ("CTRS") or recreational therapist, is a certified professional trained to provide treatment through recreational activities.

32. "Chief Medical Officer" (CMO) shall mean the State position appointed by the Commissioner or designee responsible for the overall administration of health services for the inmate health delivery system and serves as the TDOC health authority.

33. "Chief Nursing Officer" shall mean a State position responsible for oversight of State and Contractor nursing staff.

34. "Clinical Director" shall mean a Contractor employee who is a licensed Psychologist with a health service provider designation in the State of Tennessee. Contractor shall provide a

Clinical Director, who shall be responsible for the type and quality of Clinical services/programming provided by Behavioral Health staff and be the Clinical liaison for the TDOC Medical and Behavioral Health Services Directors.

35. "Clinical Laboratory Improvements Amendments" ("CLIA") shall mean the federal program for laboratory oversight and regulations including federal standards applicable to state agency facilities or sites that test human specimens for health assessment or to diagnose, prevent, or treat disease.

36. "Clinical Modification" ("CM") shall mean the clinical modification coding system that connects health issues that arise in patients, by using three- to five-digit alphanumeric codes to indicate signs, symptoms, diseases, conditions, and injuries, diseases, and conditions.

37. "Cognitive Restructuring" shall mean programming or treatment provided with the intent of changing thinking processes and resulting behaviors.

38. "Computed Tomography" ("CT") shall mean cross-sectional Imaging based on the variable absorption of x-rays by different body tissues. The imaging is used for a variety of diagnostic and therapeutic purposes.

39. "Continuous Positive Airway Pressure" ("CPAP") shall mean a method of positive pressure VENTILATION used with patients who are breathing spontaneously, done to keep the alveoli open at the end of exhalation and thus increase oxygenation and reduce the work of breathing

40. "Continuous Quality Improvement" ("CQI") shall mean a system that seeks to improve the provision of services with an emphasis on future results. CQI uses a set of statistical tools to understand subsystems and uncover problems, but its emphasis is on maintaining quality in the future, not just controlling a process.

41. "CQI Coordinator" shall mean the full-time nurse who shall serve as the point of contact and have the authority and responsibility for developing and implementing the CQI Program.

42. "Continuous Quality Improvement Committee" shall mean the TDOC committee whose mission is to promote wellness among inmates in a consistent manner throughout the State. The committee also identifies opportunities for improvements which impact health care, then evaluate and recommend corrective actions for operational or clinical management.

43. "Contractor-Owned Software" shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

44. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103.

45. "Death Row Inmate" (DRI) shall mean an inmate sentenced to death by the court.

46. "Dental Director" shall mean the Contractor positions responsible for the oversight of all dental services provided at the State Facilities within the scope of this Contract.

47. "Diagnosis Related Grouping" ("DRG"): shall mean a program in the U.S. for billing for medical and especially hospital services by combining diseases into groups according to the resources needed for care, arranged by diagnostic category. A dollar value is assigned to each group as the basis of payment for all cases in that group.

48. "Diagnostic and Statistical Manual of Mental Disorder" (5th Edition) ("DSM-5") shall mean the publication of the American Psychological Association, which represents the latest scientific thinking in both criteria content and organizational structure of mental disorders. This handbook is used by behavioral health care professionals as the authoritative guide to the diagnosis of mental disorders. The awarded Contractor is expected to purchase as many copies/subscriptions as necessary to provide the services detailed in the in the RFP and Pro Forma Contract as a cost of doing business. TDOC will not make the DSM-5 available to the awarded Contractor.

49. "DIRECT" means the Direct Project, which is an open-source project of the National Institutes of Health of the U.S. Department of Health and Human Services, which develops secure, scalable, standards-based way to establish universal health addressing and transport for participants (including providers, laboratories, hospitals, pharmacies and patients) to send encrypted health information directly to cryptographically validated recipients over the Internet.

50. "Director of Behavioral Health Services" shall mean the TDOC chief officer charged with oversight of the Department's Behavioral Health programs and activities for incarcerated inmates as well as off enders at liberty in the community.

51. "Director of Clinical Support shall mean the State position responsible for the oversight of case management and other ancillary services as designated by the State Assistant Commissioner of Clinical Services.

52. "Director of Pharmacy" shall mean the State position responsible for the oversight of the TDOC Central Pharmacy and serve as the subject matter expert for statewide medication management.

53. "Director of Risk Mitigation and Contract Monitoring" shall mean the State employee charged with oversight of the Contractor's Compliance and performance.

54. "Drug Enforcement Administration" ("DEA") shall mean the federal law enforcement agency under the U.S. Justice tasked with combatting drug smuggling and use within the United States.

55. "Educational Reimbursement Contract" shall mean the contract signed by TDOC and the TDOC employee whose higher education tuition is paid by TDOC. and which states repayment terms spent by the State.

56. "Electronic Health Record" ("EHR") shall mean a systematized collection of patient and population electronically stored health information in a digital format.

57. "Electrocardiology" ("EKG") shall mean a test that checks for problems with the electrical activity of the heart. An EKG shows the heart's electrical activity as line tracings on paper.

58. "Emergency Room" ("ER") shall mean a medical treatment facility specializing in emergency medicine, the acute care of patients who present without prior appointment; either by their own means or by that of an ambulance

59. "Emergency Room Report" ("ER Report") shall mean a daily report of emergency room and inpatient utilization.

60. "Evidence-Based Substance Use and Abuse Treatment Services" shall mean the services for which systematic empirical research has provided

61. "Fecal Occult Blood Test" ("FOB") shall mean a test to detect hidden blood in the feces which is not visibly apparent.

62. "Fiscal Year" shall mean the twelve (12) month period beginning July 1 and ending June 30 of each year.

63. "Food Handler's Permit" shall mean a certificate provided after a physical examination where an offender was found to be free of disease and capable of working in facility food service operations.

64. "Forensic Social Worker" ("FSW") shall mean a social worker who focuses on the commonality between social work and the legal justice system.

65. "Full-Time Equivalent" ("FTE") shall mean the number of employees on full-time schedules plus the number of employees on part-time schedules converted to a full-time basis.

66. "Getting Motivated to Change" shall mean a collection of materials for leading counseling sessions that address motivation and readiness for change.

67. "Group Therapy" shall mean a medium intensive form of substance use counseling programs using an evidence-based curriculum conducted in inmate groups.

68. "Health Information Service Provider" ("HISP") shall mean an organization that provides management of security and transport for directed exchange of PHI for a sending or receiving organization.

69. "Health Services Adminstrator" ("HAS") shall mean a designated staff member who is administratively responsible to the facility warden or designee for the provision of health services to the inmate population within the scope of this Contract.

70. "Hepatitis B Vaccine" ("HBV") shall mean a vaccine created to treat the infectious disease caused by the hepatitis B virus which affects the liver.

71. "Hepatitis-C Vaccine" ("HCV") shall mean a vaccine created to treat the infectious disease caused by the hepatitis C virus which primarily affects the liver.

72. "HepCor" shall mean an online HCV registry database of all HCV positive inmates in the custody of the State.

73. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-91, Stat. 1936.

74. "Infirmary Care" shall care for an illness or medical condition as diagnosed by an appropriate health care provider that requires medical/nursing observation and/or management in the facility infirmary.

75. "Institutional Probation/Parole Specialist" ("IPPS") shall mean a parole officer who serves as a parole liaison for inmates, institutional staff, and the Board of Parole.

76. "Integrated Dual Disorder Treatment ("IDDT") shall mean the evidence based practice that combines substance abuse services with behavioral health services to improve the quality of life for people with co-occuring disorders.

77. "Intensive Substance Use Disorder Group Therapy Program" shall mean substance use treatment offered more frequently and/or for longer periods of time for inmates designated as having significant substance abuse disorder issues.

78. "International Classification of Diseases" ("ICD-9") shall mean the standard international system of classifying mortality and morbidity statistics which is used by healthcare facilities to defined diseases and allocate resources to provide care.

79. "Inpatient Days Per Month" ("IDPM") shall mean the number of days of service received by patients during a month.

80. "Intravenous" ("IV") shall mean drug therapies administered inside a patient's vein.

81. "Intravenous Pyelogram" ("IVP") shall mean an x-ray exam that uses an injection of contrast material to evaluate your kidneys, ureters and bladder and help diagnose blood in the urine or pain in your side or lower back.

82. "Invitee" shall mean an inmate, who at the expiration of the term of imprisonment, presents a significant healthcare treatment need that is likely to go unmet if the inmate was to be discharged and who effectively elects to remain in the care of the State for the purpose of receiving continuation of the needed healthcare treatment.

83. "Joint Commission on Accreditation of Healthcare Organizations" ("JCAHO") shall mean an independent, not-for-profit organization which accredits and certifies nearly 21,000 health care organizations and programs in the United States.

84. "Licensed Alcohol and Drug Abuse Counselor" ("LADAC") shall mean a professional licensed and certified by the State of Tennessee to provide substance abuse counseling.

85. "Licensed Behavioral Health Professional" shall mean an individual who provides Behavioral Health treatment services as identified and defined in the Rules of the Tennessee Department of Mental Health and Substance Abuse Services Chapter 0940-05-1-.02.

86. "Licensed Clinical Social Worker" ("LCSW") shall mean Contractor staff possessing a minimum of a master's degree in Social Work and licensed by the State of Tennessee Health Professional Board of Social Workers to provide Behavioral Health therapies and diagnostic procedures.

87. "Licensed Independent Mental Health Practitioner" ("LIMHP") shall mean a licensed psychiatrist, Advanced Practice Nurse (APN), psychologist with health service provider designation, senior psychological examiner, licensed clinical social worker, or Licensed Professional Counselor with health service provider designation.

88. "Licensed Practical Nurse" ("LPN") shall mean a nurse who has completed an accredited practical nursing certificate program, then passed the National Licensure Examination (NCLEX-PN) thus credentialed to provide basic patient care, including taking blood pressure and recording vital signs.

89. "Licensed Professional Counselor" ("LPC") shall mean an individual who holds a master's or doctoral degree in Behavioral Health counseling, has completed three thousand (3,000) supervised clinical hours, and passed the credentialing exam.

90. "Magnetic Resonance Imaging" (MRI) shall mean a test that uses a magnetic field and pulses of radio wave energy to make pictures of organs and structures inside the human body.

91. "Medical Administration Record" ("MAR") shall mean a report that serves as a legal record of the drugs administered to a patient at a facility by a health care professional. The MAR is a part of a patient's permanent record on their medical chart.

92. "Medication Assisted Treatment/Withdrawal Management Unit" shall mean the use of methadone and buprenorphine to treat opioid addiction, which operates to normalize brain chemistry, block the euphoric effects of opioids, relieve physiological cravings, and normalize body functions without the negative effects of the short-acting drugs of abuse.

93. "Medication Error Report" shall mean a medication error review process developed with the State that includes electronic tracking, reporting and trending of dispensing and administration errors.

94. "Medication Report" shall mean a report relating to medications prescribed to inmates.

95. "Mid-Level Provider" shall mean a clinical professional with advanced practice training that legally authorizes him/her to treat patients and prescribe medication under protocols developed by his/her supervising physician. Mid-Level providers may include (but are not limited to) a physician assistant, an advanced practice nurse with a master level of training or doctorate, and a certificate of fitness in their field of expertise. These providers shall be licensed through the State of Tennessee.

96. "Modified Therapeutic Community" ("MTC") shall mean a treatment method that uses a no-shame based activity to provide peer-based support systems for program participants.

97. "National Certification Commission for Addiction Professionals" ("NCCAP") Certification shall mean certification by the National Certification Commission for Addiction Professionals.

98. "National Commission on Correctional Health Care" shall mean the organization which establishes standards for health services in correctional facilities and operates a voluntary accreditation program for institutions that meet the commission's standards.

99. "National Crime Information Center" ("NCIC") shall mean a computerized index of criminal justice information such as criminal record history information, fugitives, stolen properties, missing persons. It is available to Federal, state, and local law enforcement and other criminal justice agencies and is operational 24 hours a day, 365 days a year.

100. "National Provider Identifier Standard" ("NPI") shall mean a unique identification number for covered health care providers. Covered health care providers and all health plans and health care clearinghouses shall use the NPIs in the administrative and financial transactions adopted under Health Insurance Portability and Accountability Act (HIPAA).

101. "No Known Allergy" ("NKA") or "No Known Drug Allergy" ("NKDA") shall mean a code used on patient medical chart to indicate no allergies or drug allergies of which are known to the patient or to medical providers.

102. "Occupational Safety and Health Administration" ("OSHA") shall mean the agency of the United States Department of Labor established under the Occupational Safety and Health Act, Pub. L. 91-596, 84 Stat. 1590.

103. "Offender Management Information System" ("OMS") shall mean the Management Information System of Record for the Tennessee Department of Correction.

104. "Online Sentinel Event Log" ("OSEL") shall mean a web-based database that allows for data entry that is searchable with reporting capabilities.

105. "Opioid Treatment Program" ("OTP") shall mean any treatment program certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) in conformance with Title 42 of the Code of Federal Regulations (C.F.R.), Part 8, to provide supervised assessment and medication assisted treatment for patients who are opioid addicted.

106. "Peer Review Program" shall mean the program wherein the credentials and clinical performance of physicians (to include psychiatrists), dentists are reviewed by the Peer Review Committee. Oversight of the Peer Review Committee is the responsibility of the State's Chief Medical Officer.

107. "Pharmacy and Therapeutics Committee" ("P and T Committee") means the subcommittee of TDOC's Statewide Continuous Quality Improvement Committee. The P and T

Committee consists of teams of experienced clinicians and administrators meet on a regular basis to review, evaluate and make recommendations to improve all services.

108. "Physical Therapy" ("PT") shall mean a type of treatment needed when health problems make it hard to move around and perform everyday tasks. It helps improve movement and may relieve pain. It also helps improve or restore a patient's physical function and fitness level

109. "Positron Emission Tomography ("PET") shall mean a scanning method to provide information on brain function as well as anatomy. This information includes data on blood flow, oxygen consumption, glucose metabolism, and concentrations of various molecules in brain tissue.

110. "Prison Rape Elimination Act" ("PREA") of 2003 shall mean Pub. L. 108-79, 117 Stat. 972.

111. "Protected Health Information" ("PHI") shall mean individually identifiable health information or subset of health information, including demographis information collected from an individual that is created or received by a covered entity or business associate, as defined by HIPAA, that can be used to identify the individual.

112. "Provider" shall mean a physician, nurse practitioner, or physician's assistant.

113. "Psychiatric Director" shall mean a board-certified Psychiatrist in the State of Tennessee with experience managing psychiatric aspects of Clinical Behavioral Health operations. The Psychiatric Director shall work under the direct oversight of the Director of Behavioral Health Services and shall serve as the psychiatric liaison for the Contractor to the TDOC Medical and Behavioral Health Services Directors.

114. "Psychiatrist" shall mean a board-certified behavioral health professional with specialized skills and knowledge to diagnose and treat problems ranging from emergencies to the long-term medical management of psychistric disorders.

115. "Psychological Examiner" ("PE") shall mean psychological examiner as defined in Tenn. Code Ann. Title 63, Chapter 11 and in the Rules of the Tennessee Board of Examiners in Psychology Chapter 1180-03.

116. "Psychologist" shall mean a psychologist as defined in Tenn. Code Ann. Title 63, Chapter 11 and in the Rules of the Board of Examiners in Psychology, Chapter 1180-02.

117. "Purified Protein Derivative" ("PPD") shall mean a skin test used to diagnose silent (latent) tuberculosis (TB) infection.

118. "Qualified Health Professional" shall mean clinical staff who are legally authorized by licensure, registration, or certification to perform direct or supportive health care services and who primary respsonsibility is to provide health care services to inmates in the custody of TDOC. Examples of qualified health professionals may include physicians, dentists, physician assistants, nurse practitioners, nurses, psychiatrists, senior psychological exaimners, psycologists, and clinical social workers.

119. "Rational Emotive Behavioral Therapy" ("REBT") shall mean evidence-based cognitive-behavioral therapy modality used to help inmates change irrational beliefs and resolve emotional and behavioral problems and disturbances.

120. "Recreational Therapy" shall mean a systematic process that utilizes recreation and other activity- based interventions to address the assessed needs of individuals with illnesses and/or disabling conditions, as a means to psychological and physical health, recovery, and well-being.

121. Regional Case Manager" shall mean a Contractor employee that is responsible for providing services within a given region of the State.

122. "Registered Nurse" ("RN") shall mean a nurse who has completed a Bachelor of Science in nursing, an associate degree in nursing, or a nursing diploma or certificate, then passed the National Licensure Examination (NCLEX RN). RNs play a management role and oversee LPNs and other healthcare aides.

123. "Sex Of fender" shall mean a person who has been convicted in TN of committing a sexual offense as defined in TCA chapter 40-39-202(20) and (30), or has another qualifying conviction as defined in 40- 39-202(1) and referenced in TDOC Policy #702.01, as may be amended

124. "Sex Offender Treatment Board" ("SOTB") shall mean a legislative board as defined in Tenn. Code Ann. § 39-13-701 *et seq* that is administratively housed within the TDOC.

125. "Sex Offender Treatment Program" ("SOTP") shall mean programs as defined in Tenn. Code Ann. § 39-13-701 *et seq.*, for the evaluation, identification, treatment, and continued monitoring of sex offenders who are subject to the supervision of the criminal justice system.

126. "Skilled Nursing Care" shall mean care or treatment provided that can only be performed by licensed nurses that is above medical/nursing observation but does not require hospitalization.

127. "SOAP Format" ("SOAP") shall mean medical charting/documentation clinical assessments in the health record. S stands for subjective – patient reported complaint(s), history and symptoms. O stands for Objective – examinations and diagnostic tests. A stands for Assessment – diagnostic impression, rule-outs. P stands for Plan – Treatment plan, interventions and follow-up.

128. "Special Clinic Rooms" shall mean clinic rooms separate from main facility clinical areas set aside for inmates in special and restrictive housing close to their housing assignments so as to reduce the time and distance necessary to transport such inmates to clinical areas, hence reducing security and disease transmission risks. These facility clinic rooms with appropriate security or contagion control so that restricted housing or inmates requiring specified levels of medical care can be seen without moving them through general population facility areas.

129. "Special and Restrictive Housing" shall mean inmate housing within TDOC facilities for inmates based on medical needs and levels of care or inmates under a sentence of death placed in single-cells and housed in a Maximum-Security Administrative Segregation Unit separated from the general facility population.

130. "State Central Pharmacy Contractor" shall mean the contractor responsible for providing pharmaceutical services, personnel, and management of the State Central Pharmacy and each State Facility pharmacy.

131. "State Extended Care Facility" shall mean a facility that provides specialy treatment services to meet an inmate's physical health, mental health, and/or developmental needs. Treatment services may include, but are not limited to, geriatric, psychiatric, psychological, physical therapy, occupational therapy, hospice, end-of-life care, or intensive sex offender treatment.

132. "State Facility" shall mean a facility owned and operated by the State.

133. "Strategic Technology Solutions" ("STS") shall mean the division within Tennessee Department of Finance and Administration which serves as the state's central information processing organization and as a computer service bureau to state agencies.

134. "Substance Use Disorder Treatment Program" ("SUDTP") shall mean a program created and structured to treat the medical condition in which the use or one or more substances leads to a clinically significant impairment or distress, and where the user needs alcohol or another substance to function normally as referenced in TDOC Policy #513.07, as may be amended.

135. "Supportive Living Unit" ("SLU") shall mean intermediate care mental health housing designed to serve the needs of the seriously mentally ill inmate who is unable to live and function effectively in the general prison population due to the nature of his/her mental illness.

136. "Telehealth or Telemedicine" shall have the same meaning as provided at Tenn. Code Ann. § 63-1-155.

137. "Telemedicine Equipment" shall mean videoconferencing systems used in telemedicine comprised of cameras, monitors, graphics cards, lighting and any other necessary system components.

138. "Telemedicine Report" shall mean a report that incorporates a tracking system that details daily Telemedicine events, including consultation requests and completions.

139. "Tennessee Department of Mental Health and Substance Abuse Services" ("TDMHSAS") shall mean the agency charged with licensing and oversight of providers and facilities providing mental health and substance abuse services.

140. "The Patient Protection and Affordable Care Act" ("PPACA" or "Affordable Care Act") shall mean Pub. L. 111-148, 119 Stat. – 124.

141. "Tuberculosis" ("TB") shall mean an infectious disease usually caused by the bacterium Mycobacterium tuberculosis (MTB). Tuberculosis generally affects the lungs, but can also affect other parts of the body.

142. "Upper Gastrointestinal" ("UGI") shall mean a test which looks at the upper and middle sections of the gastrointestinal tract using barium contrast material, fluoroscopy, and X-ray.

143. "U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration" ("SAMHSA") shall mean the agency that leads public health efforts to reduce the impact of substance abuse and mental illness on America's communities.

144. "Utilization Management" ("UM") shall mean a set of techniques used by or on behalf of purchasers of health care benefits to manage health care costs by influencing patient care decision-making through case-by-case assessments of the appropriateness of care prior to its provision.

145. "Utilization Management and Review Process" shall mean a process detailed by the Contractor on how health care costs will be managed through case-by-case assessments of the appropriateness of care prior to its provision. The written process must be approved in writing by the State.

146. "Utilization Management and Review Services Report" shall mean a Report that details inpatient and hospital statistics and the history of requests for specialty care services.

147. "Wound Care" shall mean care of the skin when it is broken or damaged because of injury which may be the result of mechanical, chemical, electrical, thermal or nuclear sources.

A.3. GENERAL REQUIREMENTS FOR HEALTHCARE SERVICES. The Contractor shall provide the healthcare services in accordance with the terms and conditions of this Contract to the inmate population confined in the State Facilities.

a. State Facilities. Healthcare services shall be provided at each State Facility and at State Extended Care Facilities. Each of the foregoing, as the context requires, is individually a "State Facility" or collectively the "State Facilities", unless otherwise specified in this Contract.

1) The Contractor shall provide Health services at each of the State Facilities set forth below:

a) Lois M. DeBerry Special Needs Facility (DSNF)
b) Mark H. Luttrell Correctional Center (MLTC)
c) Morgan County Correctional Complex (MCCX)
d) Northeast Correctional Complex (NECX)
   i. Main (Johnson County)
e) Northwest Correctional Complex (NWCX)
f) Riverbend Maximum Security Institution (RMSI)
g) Bledsoe County Correctional Complex (BCCX)
   i. Site 1 – Intake
   ii. Site 2 – Time building
   iii. Unit 28 – Women's' Site
h) Debra K. Johnson Rehabilitation Center (DJRC)
   i. Main Facility (Nashville, TN)
i) Turney Center Industrial Complex & Annex (TCIX) –
   i. Site 1 (Hickman County)
   ii. Site 2 (Wayne County)
j) West Tennessee State Penitentiary (WTSP)/Women's Therapeutic Residential Center/WTRC)
   i. Site 1- Female Site (WTRC)
   ii. Site 2- Male Site (WTSP)

b. State Extended Care Facilities.

1) Specialty Physicians/Clinics. The State operates four (4) State Extended Care Facilities, the Lois M. DeBerry Special Needs Facility (DSNF), West Tennessee State Prison (WTSP) and Morgan County Correctional Complex (MCCX) for males and the Debra K. Johnson Rehabilitation Center (DJRC) for females, with a goal of providing the majority of outpatient and sub-acute specialty services in these secure facilities in order to promote continuity of care, public safety and minimize the off-site transportation of inmates. The Contractor shall establish specialty referral sites in all three (3) regions in the state.

a) On-site clinics at DSNF, WTSP, MCCX and DJRC are to be scheduled according to a pre-approved schedule by the warden at each State Extended Care Facility. The Contractor shall utilize telehealth for specialty clinic appointments, when available.

b) The Contractor shall coordinate all proposed clinic schedules in advance with the warden or designee at each State facility. Once the clinic schedule is established and published, the Health Services Administrator in coordination with the warden shall approve any change to the schedule in advance. No request for a change shall be approved unless submitted at least two (2) weeks prior to the scheduled clinic.

c) In the event a specialty care clinic or chronic care clinic is cancelled for any reason, it shall be rescheduled within seven (7) days or sooner, if medically necessary. Specialty care is further outlined in Section A.5. and chronic care is further outlined in Section A.4.d.2.

c. Minimum Standards and Requirements. All services provided by Contractor shall meet the following standards and requirements:

1. The Contractor shall provide medically necessary services, to include healthcare services or supplies needed to diagnose or treat an illness, injury, condition, disease, or its symptoms. Such services shall be provided in compliance with applicable federal, state or local laws, court decisions, court orders, consent agreements, or state policies, whether currently existing or as may be enacted, rendered, issued or amended during the Term of this Contract. The services rendered by Contractor shall meet the generally accepted standards of medical care as promulgated by professional organizations such as the American Correctional Association, the American Medical Association, and the American Correctional Health Services Association.

2. The services shall be provided by Contractor utilizing on-site services, including telehealth, before resorting to community-based hospitals or facilities not owned or operated by the TDOC..

3. The Contractor shall establish a Utilization Management Process for review and approval within sixty (60) days of the Effective Date.

d. Minimum Staffing Requirements and Responsibilities. The Contractor shall employ sufficient staffing and utilize appropriate resources to achieve compliance with this Contract.

The State retains the right to alter Contractor's staffing plan. Any reductions in staff shall result in a reduction in the payments under the Contract by the amount listed in Attachment Four for the affected Contractor staff. Additions to the staffing plan shall result in an increase in payments equal to the average of the similar Contractor employees at the affected State Facility.

The Contractor is responsible for adequate staffing at each State Facility, as outlined in Attachment Four, and to ensure medical services are provided on a regular basis as

medically necessary for the inmate receiving treatment. The Contractor shall secure written approval from each State Facility warden and the State Chief Medical Officer concerning the proposed staffing pattern for that State Facility and include this as part of Contractor's final staffing plan. Any changes in the final staffing plan shall be approved in writing by the State through an amendment to the Contract.

At a minimum, Contractor shall provide the following coverage:

1. Physician Coverage. The Contractor shall provide on-site physician coverage as specified in the approved institutional staffing plans and provide supervision of Mid-Level Providers and consultation to nursing staff. Physician coverage shall include primary care services for inmates in mental health units. The Contractor shall provide an on-call physician to ensure twenty (24) hour, seven (7) days per week, emergency coverage with telephone response being required within thirty (30) minutes of a notification call from each facility. Any calls not returned within the thirty (30) minutes shall be subject to liquidated damages in accordance with Attachment Three. An emergency phone call shall be defined as a call referring to an acute injury or illness that poses an immediate risk to a person's life or long-term health. This shall include reporting any critical laboratory data and critical imaging results. This includes but is not limited to the communication of orders for emergency treatment necessary to protect life or limb, relief of undue suffering, or treatment necessary to stabilize the condition. The facility physician shall be responsible and is the physician of record for all inmates assigned to the State Facility and retains that responsibility until the inmate care is officially transferred to another licensed clinician. A physician shall determine whether his or her presence is required, give verbal orders and a treatment plan to nursing staff. Mid-Level Providers shall provide on-site treatments for medical problems or injuries requiring sutures and minor surgical procedures as required on a 24-hour basis.

2. Nursing Coverage. The Contractor shall provide on-site twenty-four (24) hours, seven (7) days per week nursing coverage at all sites as specified in the approved institutional staffing plans. Nursing shall include any required Registered Nurse ("RN"), Licensed Practical Nurse ("LPN"), and Certified Nursing Technician ("CNT") staffing of medical and mental health units at all sites. At a minimum one RN supervisor shall be required per shift for all State Facilities.

3. Mental Health Nursing Coverage. The Contractor shall provide on-site twenty-four (24) hours, seven (7) days per week nursing coverage on the mental health supportive living units and provide coverage as specified in the approved institutional staffing plans. The mental health nursing staff shall be dedicated to the care and delivery of mental health services and shall not be reassigned or diverted to routine patient care except in temporary or emergency situations as defined by the Facility associate warden of treatment or designee. Duties shall include management of mental health patients on assigned supportive living unit(s); to include but not limited to, triage of mental health sick call, drawing labs, checking vitals and other requests made by the Physician or Mid-Level Providers, and respond to mental health referrals, health-related sick calls & chronic care aspects as appropriate. The mental health nurse shall administer voluntary and involuntary psychotropic medications, ensuring that medication is crushed in accordance with TDOC Policy #113.71, as may be amended, track medication compliance, and ensure medication orders are submitted timely. The mental health nurse shall serve as the liaison between providers and conservators communicating with onsite and on call psychiatry and assess the need for suicide precaution/mental health seclusion. The mental health nurse shall be responsible for conducting general wellness groups, hygiene groups, attend weekly treatment team meetings and conduct psychoeducational medication groups. The mental health nurse shall complete suicide precaution/mental health seclusion rounds daily, complete all forms required by TDOC Policies, and enter mental health data into the State's offender management information system (OMS).

e. Nursing Protocols. The Contractor is required to submit nursing protocols to the State for review and written approval within the first thirty (30) days of the Contract Effective Date and annually thereafter. Nursing protocols shall be applicable for all nursing staff including State employees and contractors. Any changes to the nursing protocols shall require written approval by the State, prior to implementation.

f. Adjunct Appointments. The Contractor shall utilize Physician, Mid-Level Provider, and nursing staff Adjunct Appointments at all academic institution partners in the correctional healthcare rotations. These rotations shall provide healthcare training exposure to students enrolled in the partner academic institutions. If a stipend is required by federal law for the compensation of resident training programs, the Contractor shall be responsible for reimbursing the academic institution in accordance with federal and state laws. The residents or students shall not be regarded as employees of the Contractor or the State.

g. Medication Administration. The Contractor's nurses shall administer all controlled, potential high abuse drugs and psychotropic medications to inmates as listed in Attachment Ten. Medications shall be administered through a medication window or unit distribution process. Nurses shall administer medications daily or as prescribed to inmates in restrictive housing units or mental health units. The Contractor shall comply with TDOC Policies #113.70 and #113.71, as may be amended. Medication records not properly documented in accordance with TDOC policies shall be subject to liquidated damages in accordance with Attachment Three.

h. Prosthetics and Durable Medical Equipment. The Contractor shall be responsible for all prosthetics and durable medical equipment ordered by its Physicians and specialists, including braces, special shoes, glasses, hearing aids, orthopedic devices, etc. Health care prosthetic devices and durable medical equipment shall be provided for inmates when deemed necessary by the attending health care provider to correct, assist, or improve a significant body impairment or debilitating condition, in accordance with TDOC Policy #113.08, as may be amended and as approved by the Facility warden.

i. Mid-Level Supervision. The Contractor's Physician staff shall supervise all Mid-Level Providers in accordance with the Tennessee Health Related Boards Rules and Regulations and TDOC Policy #113.11, as may be amended. In the event issues arise in which the Mid-Level Provider does not adhere to the orders of the Physician, the matter shall be referred directly to the TDOC Chief Medical Officer or designee for disposition.

j. Medical Records. The Contractor's staff shall complete each inmate's medical record with appropriate legible entries in Subjective Objective Assessment Plan (SOAP) format or such other format in accordance with the TDOC Policy #113.50, as may be amended. Contract staff shall sign, date and use printed name stamp any progress note or order entered into the medical chart. If the Contractor uses an Electronic Health Record (EHR), that record shall be printed and organized according to TDOC policy for transfer of any inmate to another State Facility. Medical records shall be the property of the State and shall be returned to the State at the end of the Term in a format acceptable to the State. All medical records shall be maintained by the Contractor in accordance with Public Records Commission policy under the Secretary of State Records Disposition Authorization 1458, as may be amended and any other applicable law.

k. Electronic Health Record (EHR). The Contractor shall support the implementation, go-live, and transition of paper health records to an EHR that is procured by the State. The Contractor is responsible for compliance and maintaining all inmate clinical documentation in the EHR post-go live and as directed by the State and any policies developed for such system.

l. Therapeutic Diets. The Contractor shall be responsible for overseeing the assessment of nutritional requirements and management of inmates' special diet orders. The cost of

food is the responsibility of the State. The Contractor shall communicate all therapeutic diets to the State's contracted food service vendor as outlined in TDOC Policy #113.35, as may be amended. Additionally, the Contractor shall be responsible for all allergy testing in accordance with Policy #113.35, as may be amended, to support the medical need for therapeutics diets on-site.

m. Inmate Health Education. The Contractor shall develop and implement an inmate health education program in accordance with TDOC Policy #113.40, as may be amended. The Contractor shall demonstrate specific efforts to facilitate wellness and preventative education training programs such as making healthy food choices. Mental health nurses shall be responsible for conducting psycho-educational groups for mentally ill offenders.

n. Security Considerations. The Contractor shall alert State security staff when particular medical orders implicate security concerns within State Facilities.

o. Scheduling of Services. The Contractor shall coordinate all inmate medical appointments with the affected State Facilities and Central Transportation. The Contractor shall provide to the TDOC Central Office, Central Transportation, and affected State Facilities, an electronic weekly schedule of all inmates' outside medical appointments no later than Friday of the preceding week. The schedule shall include the inmates' names, TDOC ID number, type of appointment, dates and times of the appointments, locations of the appointments, and the name of the health care professionals to which the inmates are being transported. Services provided to Death Row Inmates (DRI) shall be scheduled at DSNF whenever possible preferentially to an community-based facility. All DRI movement must be approved by the TDOC Chief Medical Officer or designee prior to the movement being made.

p. Response to Grievances/Inquiries. The Contractor shall provide written policy and procedures for response to inmate complaints and other inquiries regarding any aspect of the health care delivery system. The Contractor's policy and procedures shall conform to applicable TDOC policies governing assessment of health complaints, inmate communications, and grievance review. All Contractor policies and procedures shall be approved in writing by the State prior to implementation. The Contractor shall designate a regional staff member to serve as its liaison in addressing inmate complaints and correspondence concerning health services associated with the Contractor's service providers. At the discretion of the State, inmates and family phone calls and letters shall be referred to the appropriate designated regional staff member prior to any State intervention regarding inmate health care complaints. The Contractor shall, within the timeframe specified by the request, provide timely written responses to all requests regarding inmate grievances, family/inmate complaints or third-party complaints regarding the delivery of health services. Complaints regarding the plan of treatment shall be subject to review by the TDOC Chief Medical Officer or designee or such other physician authority designated by the State in accordance with the circumstances of the disputed care. Based upon such medical review, the State reserves the right to direct the provision of care in disputed cases. In such event, the Contractor shall comply with State's directives for medical care. For any matter of litigation arising from the delivery of health care services pursuant to this Contract, upon request by the State or its attorneys, the Contractor shall provide all information, consultation, case review, and related documentation requested by the State to review of such claims. The Contractor shall furnish all such information within such reasonable timeframe as the State shall specify in making a request pursuant to this part.

q. Occupational Safety and Health Administration (OSHA), Tennessee Occupational Safety and Health Administration (TOSHA), U.S. Department of Health and Human Services, Public Health Services, and Centers for Disease Control (CDC). The Contractor shall be responsible for compliance with all OSHA, TOSHA and CDC rules and regulations related to health services. The Contractor shall comply with all components of the State infectious disease surveillance program in accordance with State policies. This shall include tuberculosis (TB), sexually transmitted diseases,

hepatitis, Methicillin-Resistant Staphylococcus Aureus (MRSA), and Human Immunodeficiency Virus (HIV). The Contractor is responsible for fit testing for all Contract medical staff and Contractor employees who are subject to come into direct contact with a patient with active or suspected active TB. The Contractor shall be responsible for all corrective action stemming from OSHA citations regarding the State's infectious disease surveillance program. The Contractor shall find, provide and fund an infectious disease (including Hep C) consultant position. In the event an infectious disease consultant is retained by the State, the Contractor shall reimburse the State for the infectious diseases consultant services.

r. Bio-Hazard Waste Disposal. The Contractor shall be responsible for the collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations. The Contractor is responsible for all costs of removal and disposal and any fines imposed or damages accrued for failure to adhere to proper disposal protocols.

s. Contract Non-Compliance. The Contractor agrees that failure to comply with any provisions of this Contract may result in the assessment of liquidated damages or termination of the Contract in whole or in part, or any other remedy available to the State in law or in equity. Liquidated Damages are further described in Section E.15 and Attachment Three of this Contract.

t. Claim Payments. The Contractor shall ensure that all health care providers delivering off-site health care services to the State's inmate population are paid within sixty (60) days of the final invoice receipt. The Contractor shall hire or contract with a claims payment processor to ensure that all offsite health care services providers who treat the State's inmate population are paid within the sixty (60 days of the final invoice receipt. To ensure compliance with this provision, the Contractor shall conduct a semi-annual audit of its claim payment process for accuracy and submit to the State the results of such audit within 30 days of completion of the audit.

v. Withdrawal Management Services/Medication Assisted Treatment (MAT). State Facilities shall have withdrawal management/MAT services for, at a minimum, seven (7) weeks per inmate to be clinically managed. The Contractor shall offer resources to inmates that have overdosed and have serious clinical needs to be transferred for treatment due to a substance use disorder. The Contractor shall accommodate inmates and allow them the opportunity to withdraw in a safe manner with assistance by medical staff. A Nurse Practitioner/Physician shall oversee medical care for participating inmates to to ensure continuity of care and induction, when appropriate.

A.4. PRIMARY CARE SERVICES. The Contractor shall provide primary care services in accordance with this Contract. Physicians and Mid-Level providers shall meet credentialing standards as outlined in section A.14 and be reviewed by the TDOC Chief Medical Officer or designee. The Contractor may also use Mid-Level Providers in accordance with Tennessee law. Primary care services shall include the following:

a. Initial Health Assessments and Physical Examinations. The Contractor shall perform an initial health assessment and physical examination, performed by a Qualified Health Professional, on all inmates immediately upon their arrival at State Facilities in accordance with TDOC Policy #113.20, as may be amended. A health assessment shall be completed for each new inmate that is not an intra-system transfer, within seven (7) calendar days after arrival and a physical examination shall be completed within ten (10) calendar days after arrival at State Facilities. Exceptions shall be documented with detailed and specific justification to the TDOC Chief Medical Officer and warden or designee within seven (7) calendar days and be approved in writing by the same. Any health assessments or physical exminations that are not completed within the timeframes, shall be subject to liquidated damages in accordance with Attachment Three. The examination shall be comprehensive and clinically indicated including diagnostic studies based upon the age and sex of the inmate and include the following:

1. Medical history and clinical exam.
2. Clinical profile and medical classification.
3. Rapid Plasma Reagin (Syphilis) (RPR).
4. Purified Protein Derivative (PPD) Skin tests and any appropriate further testing or other tuberculin testing as designated by TDOC policies or the TDOC Chief Medical Officer.
5. Mouth swabs for DNA testing and finger printing.
6. Complete blood count with differential.
7. Automated blood chemistry profile.
8. Screening for Gonorrhea and Chlamydia.
9. Urinalysis (dip stick).
10. For juveniles, a clinician shall obtain the vaccination history and refer to guidelines published by the Advisory Committee on Immunization Practices (ACIP) to determine which, if any, immunizations are needed to complete the series. Human Immunodeficiency Virus (HIV) testing shall be provided unless refused for inmates under the age of 21.
11. HIV testing shall be provided unless refused by the inmate.
12. Hepatitis C testing.
13. Chest X-ray and electrocardiogram, when indicated.
14. For female inmates:
    a. Pap Smear;
    b. Pelvic Exam;
    c. Breast Exam; and
    d. HIV testing shall be mandatory for pregnant inmates or when requested and clinically indicated unless there is documented refusal of such testing.

15. Inmates aged forty-five (45) and older:

    a. Fecal Occult Blood Test (FOBT);

    b. Chest X-Ray, if indicated;

    c. EKG, if indicated; and

    d. Prostatic Specific Antigen (PSA) – Male Inmates per TDOC Policy #113.20, as may be amended.

16. Females aged forty (40) and older: base line mammogram and HIV testing shall be mandatory for pregnant inmates or when requested and medically necessary.

17. Digital rectal exam must be offered as a routine part of physical exams as supported by evidence medicine.

Consent for Treatment, CR-1897, shall be filled out in accordance with TDOC Policy #113.51, as may be amended.

b. Immunizations. The following immunizations shall be performed by the Contractor periodically in accordance with TDOC Policy #113.43, as may be amended, and at the recommendations of the ACIP published annually by the Centers for Disease Control and Prevention (CDCP):

1. Influenza: H1N1 and seasonal influenza vaccines;
2. Pneumococcal vaccine;
3. Hepatitis B provided to high risk patients;
4. Hepatitis A when clinically indicated;
5. Hepatitis vaccination shall be provided to inmate workers where there is a high risk of exposure; and
6. Tetanus vaccination when clinically indicated.

c. Other Inmate Evaluations. Other inmate examinations shall be conducted by the Contractor in accordance with all applicable TDOC policies and procedures, including the following:

1. Food Handler's Permit as specified in TDOC Policy #113.24, as may be amended; and

2. Inmate evaluations as required by American Correctional Association (ACA), TDOC policy and procedures, or ServSafe procedures as may be amended.

d. Sick Call. The Contractor shall conduct sick call seven (7) days a week in accordance with TDOC Policy #113.31, as may be amended. The Contractor shall coordinate the sick call schedule with the State Facility warden or designee. Inmates who come to sick call shall be triaged by an appropriately licensed health professional to include Mid-Level Providers, RNs, and LPNs when supervised by an on-site RN. Inmates shall be referred for medical follow-up as needed.

The Contractor shall develop a plan for nursing sick call for Special and Restrictive Housing inmates. The plan shall be submitted in writing to the State Facility warden or designee for review and approval by the State Facility warden or designee. Sick call shall be held in Special Clinic Rooms, for Special and Restrictive housing inmates whenever medically possible to reduce risks associated with transporting restrictive housing inmates to the main clinic areas. Sick call shall be offered to inmates in Special and Restrictive Housing on a daily basis, including weekends and holidays in accordance with TDOC Policy #113.31, as may be amended. Failure to maintain daily sick call procedures for the Special and Restrictive Housing inmates shall be subject to liquidated damages in accordance with Attachment Three.

The Contractor shall provide a Physician on-site at each State Facility who is available to see sick call referrals at a minimum of 3.5 hours per week per one hundred (100) inmates. The Contractor may also utilize Mid-Level Providers in addition to required Physician contact hours as determined by the State Facility's staffing pattern contained in Attachment Four. The Contractor may submit a written request to the TDOC Chief Medical Officer for approval of additional utilization of Mid-Level Providers.

A Physician shall be on-site at State Facilities with a physician's assistant or nurse practitioner at a minimum of one (1) day each week. On-call hours may not substitute for this requirement. Mid-Level Providers shall not be used in place of a Physician.

Sick call and clinic visits shall not be deemed complete until all inmates who are scheduled for that day's clinics have been examined or treated. In performing sick call and clinic visits, the Contractor's staff shall comply with TDOC Policy #113.15, as may be amended.

Consent for Treatment, CR-1897, shall be filled out in accordance with TDOC Policy #113.51, as may be amended.

1. Infirmary Care. The Contractor shall be responsible for utilizing the regional infirmaries. Infirmary care shall be provided in accordance with the current version of the TDOC Infirmary Protocol, as may be amended, in Attachment Nine. The Contractor shall provide non-emergent care on-site. Additionally, the regional infirmaries at the subacute facilities may provide on-site services for medium acuity care for inmates who are housed at nearby State Facilities.

a. The current locations of the regional infirmaries are West Tennessee State Penitentiary (WTSP) and Morgan County Correctional Complex (MCCX), DeBerry Special Needs Facility (DSNF) and Debra K. Johnson Rehabilitation Center (DJRC).

b. The Contractor shall utilize infirmaries located at the State Facilities to their fullest extent consistent with applicable medical standards, state, and federal law, as well as court decisions and orders. For inmates with short term medical needs, the Contractor shall use infirmary beds for the purpose of Infirmary Care. Examples of short-term medical needs only requiring infirmary care include:

i. Controlled environment evaluations.

ii. Medical conditions which prevent an inmate from completing activities of daily living and functioning independently in general population but do not warrant a transfer to DSNF or DJRC.

iii. Step down post hospitalization care not requiring the level of care provided at DSNF or DJRC.

iv. Conditions in which IV fluid therapy for up to a two-week period which may include antibiotic administration should be provided at those State Facilities with dedicated infirmary beds.

v. Post Emergency Room evaluation before release into general population if clinically indicated.

vi. Routine wound care.

vii. Short term orthopedic care.

viii. Intravenous therapy, Intramuscular therapy or subcutaneous therapy administration of fluids or medications.

ix. Oxygen or Continuous Positive Airway Pressure (CPAP).

x. Wound care (including vacuum-assisted wound closure) and dressing changes.

xi. Enteral nutrition.

xii. Burn, cast and ostomy care.

xiii. Suction.

A.4.d.1.c. All inmates requiring infirmary care shall be adequately supervised at all times. The State Facilities' Physician shall be available on-call twenty-four (24) hours per day. A Provider shall make rounds in accordance with the TDOC Infirmary Protocol, as may be amended, in Attachment Nine. The Provider shall review medical records/orders of all inmates requiring Infirmary Care. Release from the infirmary is by Provider order only. At State Facilities, the Contractor shall ensure that negative pressure rooms shall be routinely monitored to ensure appropriate exchanges are maintained, in accordance with applicable state law and OSHA, TOSHA standards, and TDOC Policies, as may be amended. OSHA standards can be located at https://www.osha.gov. TOSHA standards are available at https://www.tn.gov/workforce/section/tosha.

c. The State Facilities that contain infirmary beds are as follows:

1) EAST TENNESSEE:

A. Northeast Correctional Complex (NECX): eight (8) infirmary beds;

B. Bledsoe County Correctional Complex (BCCX): eight (8) infirmary beds, including two (2) negative pressure room and;

C. Morgan County Correctional Complex (MCCX): ten (10) infirmary beds (including two (2) negative pressure rooms.) This State Facility serves as a sub-acute center.

2) MIDDLE TENNESSEE:

A. Debra K. Johnson Rehabilitation Center (DJRC) – Ten (10) infirmary beds, including three (3) double occupancy cells, two (2) single occupancy cells, and one (1) negative pressure room. This State Facility serves as a sub-acute center.

B. Lois M. DeBerry Special Needs Facility (DSNF) – Three hundred eighty-one (381) medical and behavioral health beds (including four (4) isolation rooms and two (2) negative pressure rooms). This State Facility serves as a State Extended Care Facility, as well as a sub-acute center for the most acutely ill.

C. Riverbend Maximum Security Institution (RMSI): eight (8) infirmary beds. RMSI provides infirmary care for maximum security inmates.

3) WEST TENNESSEE:

A. Northwest Correctional Complex (NWCX): eight (8) infirmary beds; and

B. West Tennessee State Penitentiary (WTSP): eight (8) infirmary beds. This State Facility serves as a regional sub-acute center.

C. Women's Therapeutic Residential Center (WTRC): eight (8) infirmary beds.

2. Chronic Care Clinics. The Contractor shall develop a plan for the implementation of a chronic care program for inmates with chronic medical conditions and infectious diseases ("Chronic Care Plan"), in accordance with TDOC Policy #113.32, as may be amended. The Chronic Care Plan shall be submitted by Contractor in writing for approval by the TDOC Chief Medical Officer or designee. Once approved, the Chronic Care Plan shall be applicable to all State Facilities. The Chronic Care Plan shall detail the individual treatment plan by the responsible Provider specifying instructions for diet, medication, diagnostic testing, self-care instructions, disease education and follow-up. Changes to the Chronic Care Plan shall be submitted in writing and approved by the TDOC Chief Medical Officer or designee. The Contractor is responsible for the costs associated with dietary supplements ordered by the attending Physician. Inmates with stable conditions including but not limited to: congestive heart failure, diabetes mellitus, hypertension, chronic respiratory diseases, COPD, neurological disorders to include epilepsy, and HIV shall be seen no less than every six (6) months by a Provider, and annually by a Physician. Inmates with the above conditions whose condition becomes unstable shall be seen at least every three (3) months by a Mid-Level Provider and by a Physician at least every six (6) months. All other chronic care conditions shall be seen no less than every six (6) months by a Provider and no less than annually by a Physician. Medical conditions to be addressed by the Contractor under the Chronic Care Plan shall include chronic respiratory diseases, cardio-vascular disease to include hypertension, diabetes, neurological disorders to include epilepsy, inmates with physical impairments that impact on their ability to function in a correction environment, geriatric care, terminally ill, and infectious diseases to include HIV, Hepatitis C, and Cardiac Disease. In the event that a specific disorder is identified that impacts the State inmate population, the State reserves the right to require the Contractor to address it through a change in the Chronic Care Plan. All chronic care services not provided in accordance with TDOC Policy #113.32, as may be amended, and this Contract are subject to liquidated damages in accordance with Attachment Three.

3. HIV Screenings. All inmates not known to be HIV positive shall receive a HIV laboratory screen prior to release or parole. As clinically indicated, a HIV confirmatory test shall be completed. Exclusions shall include any inmate who has been previously tested within the past three (3) months or anyone who refuses to be tested.

4. Tuberculosis Screenings. The Contractor shall provide tuberculosis screenings/Interferon-gamma Release Assays (IGRA): to State employees and other Contract staff upon an agreed upon schedule determined by the State and Contractor as per TDOC Policy #113.44, as may be amended. If the State and the Contractor cannot reach an agreement, the schedule determination shall be made by the State.

   The Contractor shall provide tuberculosis screenings/Interferon-gamma Release Assays (IGRA) to all inmates at State Facilities on an annual basis in accordance with TDOC Policy #113.44, as may be amended.

   Any failure to comply with the tuberculosis screening requirements are subject to liquidated damages in accordance with Attachment Three.

d. Staff Examinations

1. Medical Screening for New Central Office Employees. The Contractor's Central Office nursing staff shall provide tuberculosis screenings, blood pressure, pulse and respiration checks to new TDOC Central Office staff as well as new TDOC Central Office contract staff upon an agreed upon schedule determined by the State and the Contractor in keeping with TDOC Policy #305.07, as may be

amended. If the State and the Contractor cannot reach an agreement, the schedule determination shall be made by the State.

A.5. SPECIALTY CARE/CONSULTATION SERVICES. The Contractor shall contract with all necessary specialty Physicians and Providers, including dialysis services for all State Facilities to provide specialty care services to the State's inmate population. The State shall require the Contractor to submit a detailed plan, to be approved by the TDOC Chief Medical Officer to utilize Telemedicine or Telehealth services for specialty consults. Specialty Physicians shall either be board certified or board eligible. Contractor shall submit a plan for all appropriate specialty consultations to be conducted via Tele-health, unless clinically contraindicated, by the first month of implementation of this Contract.

Specialty care services required to meet health care needs shall include, but not be limited to, the following:

Audiology	Oral Surgery
Cardiology	Orthopedics
Dermatology	Orthopedic Surgery
Ear, Nose, & Throat	Podiatry
Endocrinology	Physical/Occupational/Speech Therapy
Gastroenterology	Pulmonology
General Surgery	Radiology
Infectious Diseases	Radiation Therapy
Nephrology	Reconstructive Surgery
Neurology	Thoracic Surgery
Neurosurgery	Respiratory Therapy
OB/GYN	Urology
Oncology	Vascular Surgery
Ophthalmology	

The Contractor shall be responsible for sub-contractual agreements necessary to provide specialty care services, including timely payment of all outpatient and inpatient care required under this Contract, whether on-site or off-site. Subcontractors shall be approved in writing by the State prior to their use as stipulated in Section D.7. of this Contract.

All specialty care/consultations that are not documented or reviewed in accordance to TDOC Policy #113.12, as may be amended, is subject to liquidated damages in accordance with Attachment Three.

Consent for Treatment, CR-1897, shall be filled out in accordance with TDOC Policy #113.51, as may be amended.

a. Board Certification. All specialists shall be either board certified or board eligible in their specialty. Specialty care services are limited to medical conditions that are outside the competency of the primary care Physician. Residents or intern physicians may be utilized if supervised by board eligible or board-certified physicians in their specialty field. Residents and intern physicians shall comply with all State policies and procedures as may be amended when working for the State in this capacity.

b. Regional Specialty Care Services. If specialty care services are not available by telehealth, the Contractor shall provide specialty care services locally for State Facilities in the Eastern and Western regions for diagnostic testing and evaluation and same day procedures. These specialty care services shall include Magnetic Resonance Imaging (MRI), Computed Tomography (CT), Intravenous Pyelogram (IVP), Upper Gastrointestinal (UGI), Barium Enema (BE) and Mammograms. The Contractor shall designate a regional representative to serve as the State Facility's liaison in coordinating these specialty care services with the facility warden and healthcare staff at each State Facility.

c. Mobile Specialty Care Services. The Contractor shall maximize the use of on-site services at State Facilities as specified in Contractor Attachment Eight. The Contractor shall have the option to sub-contract all specialty care services that can be mobilized. The Contractor shall provide mobile specialty care services consisting of X-ray and ultrasound specialty care services at all State Facilities. The State shall provide written approval for the subcontractor selected for mobile specialty care services. In addition, the Contractor shall make provisions for on-site mobile specialty care services at the female facilities, which shall include mammogram, ultrasound, and digital x-ray with viewing capabilities to radiologists resulting interpretations within twenty-four (24) hours. The Contractor shall provide mobile CT and MRI specialty care services as defined by TDOC Chief Medical Officer or designee at Central and Western regions. Inmates needing Mobile CT and MRI specialty care services in the Eastern region shall be provided specialty care services in the most operationally efficient manner, either at a nearby medical facility or transported to either the Central or Western regional infirmary. The Contractor shall provide mobile renal dialysis available at each female State Facility as designated by the State.

d. Mobile Oncology Infusion Services. The Contractor shall provide three (3) mobile medical trailers equipped for prodiving oncology infusion services. One (1) mobile medical trailer shall be located in each of the State's three Grand Divisions/regions.

e. The Contractor shall provide two (2) modular buildings for medical expansion needs. The locations for the two (2) modular buildings shall be determined by the State.

A.6. DENTAL SERVICES. Contractor shall provide dental services at all State Facilities. The Contractor shall designate a dentist to serve as Dental Director. The Dental Director shall have the authority and responsibility of resolving dental issues through treatment of inmates at State Facilities. The Dental Director shall also ensure that all dental services provided by the Contractor are delivered in a timely manner consistent with generally accepted standards of medical care. In coordination with the TDOC Chief Medical Officer, or designee, the Dental Director shall also be responsible for oversight of the dental peer review program. Dental services shall comply with TDOC Policies #113.60, #113.62 and all other relevant TDOC policies and procedures, as may be amended. Dental services include intake screenings, oral hygiene instructions, comprehensive examinations, annual cleanings, sick call, emergency care for the relief of pain, assessment of fractures, control of bleeding and acute infection, restorative procedures, extractions, and scaling's, as necessary to prevent tooth loss and gum disease. When follow up treatment is necessary, either by request or as a result of an intake examination, the Contractor shall provide non-urgent care within six (6) weeks of the sick call visit, or sooner, if medically necessary. Urgent care patients with conditions such as bleeding, acute pain, swelling, trauma, or infection shall be seen by a dentist within seventy-two (72) hours of the inmate's request. The Contractor shall provide on-call coverage for dental emergencies twenty-four (24) hours per day, seven (7) days per week. The dentists shall

actively participate in the State Facilities' Continuous Quality Improvement Committee and supervise Quality Control studies regarding dental care and other related studies.

A.7. EMERGENCY CARE SERVICES. The Contractor shall provide emergency care services consisting of first aid and emergency care for all State employees, vendor employees and visitors in accordance with State policies, as may be amended. Emergency care services shall consist of emergency treatment necessary to protect life or limb, relief of undue suffering, or treatment necessary to stabilize the condition. HBV vaccinations and appropriate training on blood-borne pathogens shall be given in accordance with TDOC Policy #113.13, as may be amended. The cost of providing emergency care services is included in Contractor's pricing and shall not be an additional charge to the State. Emergency care services shall include:

a. Emergency care for TDOC staff, volunteers, and visitors to provide stabilization of the physical status of a patient until an EMS provider arrives to assume responsibility of care or coordination of the referral to a personal Physician or local hospital.

b. Emergency treatment for the inmate population through written agreements with local hospitals and ambulance services. The Contractor is responsible for payment of all costs resulting from off-site services required to treat inmates, including coordination and fees associated with medi-vac services or airlift when needed.

c. Ambulance or basic life support services when deemed medically necessary by a licensed health care provider. The State shall provide transportation to an outside hospital or other location when a licensed health care professional determines that ambulance services are not necessary.

d. Training of Contractor staff in emergency response procedures as may be amended during orientation and annually thereafter. Contactor staff shall participate in the State Facility's emergency response drills.

A.8. HOSPITALIZATION SERVICES. The Contractor shall obtain routine inpatient/outpatient services from licensed hospitals that are capable of providing primary, secondary, and tertiary services. The hospital network shall also be able to provide neurosurgery as well as cardiovascular surgery. The Contractor shall only utilize hospitals accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

A change in the hospital network from that proposed by the Contractor shall be approved in writing by the State, prior to implementation of the change. Inmate transfers to other facilities may be approved for facility inpatient unit care or local hospital care when medically necessary after consultation with the TDOC Chief Medical Officer. When outside hospitalization is required, the Contractor shall coordinate with the State's security staff and the TDOC Chief Medical Officer or designee in arranging transportation and correctional officer coverage for the length of stay. The Contractor shall apprise the TDOC Chief Medical Officer of any necessary medical treatment.

The Contractor's staff shall conduct meetings with representatives from participating hospitals to coordinate the referral of inmates for hospitalization services. The Contractor shall establish policies and procedures regarding the referral methods, scheduling, transportation, reporting of test results, medical records, discharge summaries and patient follow-up. The Contractor's policies and procedures for hospitalization services shall be presented to the State Chief Medical Officer for review and final approval before implementation. The Contractor shall inform the State Chief Medical Officer of all meetings and the Chief Medical Officer or designee may attend.

a. General Requirements for Hospitalization Services.

(1) The Contractor shall arrange for hospitalization services from a local licensed acute care hospital convenient to each State Facility.

(2) Same day surgical service shall be used when medically feasible.

(3) The hospitals used by the Contractor shall provide vehicle parking, local telephone calls and meals for security staff who are accompanying hospitalized inmates. The Contractor shall pay any costs associated with providing these items.

(4) The Contractor's hospitals shall cooperate fully with the State security staff.

(5) The Contractor's hospitals shall comply with all applicable State policies and procedures.

(6) Inmates requiring Skilled Nursing Care, rehabilitative services or therapies that exceed the capabilities and resources of a State Facility cannot be discharged back to the State Facilities. The Contractor shall utilize health care facilities at sub- acute regional centers to the extent that they are available. The Contractor shall be responsible for any appropriate alternative placement, if necessary, and all costs involved with such placement. The TDOC Chief Medical Officer or designee shall have final approval to ensure appropriate placement and shall work with the facilities and the Contractor's staff to arrange placement for a sub-acute bed when such placement is available.

(7) The Contractor shall supply the sending State Facility with the following information for inpatient services:

(a) Written discharge instructions immediately upon discharge;

(b) Transcribed discharge summary within seven (7) days from discharge;

(c) Complete copy of the hospital medical record within thirty (30) days of discharge; and

(d) Verbal report to the sending State Facility (nurse-to-nurse report).

(8) The Contractor shall supply the sending State Facility with the following information following emergency room visits:

(a) Written discharge instructions immediately upon release;

(b) Copy of emergency room records or outpatient records within seven (7) days; and

(c) Verbal report to sending State Facility (nurse-to-nurse report).

b. Scheduling/Transportation. The Contractor shall coordinate with the State's security staff in arranging transportation and correctional officer coverage in all hospitals where inmates are sent to receive medical treatment. A written plan that includes Contractor's policies and procedures regarding the referral methods, scheduling, transportation, reporting of test results, medical records, discharge summaries and patient follow-up (the "Scheduling/Transportation Plan") shall be submitted for the State's written approval within thirty (30) days of the Effective Date of this Contract. Any changes to the approved Scheduling/Transportation Plan shall be approved by the State in writing, prior to implementation.

c. Notifications of Hospitalization.

1. The Contractor shall notify the TDOC Chief Medical Officer or designee of any transports to the emergency room within one (1) hour of transfer, including weekends and holidays, and complete entry into the Online Sentinel Event Log (OSEL) within six (6) hours of transportation. The State shall provide security for the transportation of inmates to the emergency room. Failure to make the proper notifications of transportation of inmates is subject to liquidated damages in accordance with Attachment Three.

2. When medically necessary to transport any Death Row Inmate, the Contractor shall notify the TDOC Chief Medical Officer or designee by telephone prior to transportation. Additionally, the Contractor shall submit the notification in writing to the State and shall use secured direct messaging within three (3) hours of transportation. The State shall provide security for the transportation of inmates to the emergency room. Failure to make the proper notifications prior to transporting a Death Row Inmate shall be subject to liquidated damages in accordance with Attachment Three.

d. Privately Managed Facilities. The Contractor shall assume responsibility for the coordination, provision and cost of inpatient hospitalization of inmates housed at the four (4) privately managed facilities after the cost exceeds four thousand dollars ($4,000) for a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge. The first four thousand dollars ($4,000) of a single hospitalization is the responsibility of the operator of the privately managed facility. Transfers from a local hospital to another local hospital, or to the secure unit is considered one hospitalization. The privately managed facilities are Hardeman County Correctional Facility (HCCF), South Central Correctional Facility (SCCF), Whiteville Correctional Facility (WCFA) and Trousdale Turner Correctional Center (TTCC).

e. Non-Secured Units. Starting on day three (3) of an inpatient stay at a hospital that does not contain a secured unit, the Contractor shall pay six hundred dollars ($600.00) per day per inmate to cover the cost incurred by the State to provide security.

f. Secured Units. The Contractor shall pay all costs associated with maintenance and capital improvements of the existing secured unit at Nashville General Hospital to ensure all inmates requiring community-based hospital services are properly secured while receiving offsite medical care. The Contractor shall pay all costs associated with State correctional officers that are assigned to work in the secured unit to receive one meal, per shift provided by the hospital and are provided designated parking spaces.

In the event another hospital is identified to have a designated secured unit exclusively for the State as an inpatient unit with private or semi-private rooms to include isolation and accommodation of inmates assigned to restrictive housing, the Contractor shall pay all costs assiocatied with the following security requirements:

1. All floor plans and renovations shall be approved in writing by the State.

2. Expanded metal or some equally secure mechanism shall be installed outside or inside all windows or glassed areas.

3. Outer walls, ceilings, and elevator shafts shall be reinforced or secured in a manner approved in writing by the State.

4. A secure entrance/exit shall be provided from the unit with two (2) electronic security doors that create a pedestrian sally port. Any other exit shall only be used in an emergency evacuation and shall be secured according to plans approved in writing by the TDOC Commissioner or designee. Evacuation plans for the area shall be developed in conjunction with the State.

5. A secure control center shall be provided to control access to the area through a pedestrian sally port. The control center shall contain a desk, chair, file cabinet, and phone lines with outside capability, space for at least two visual monitors, and restroom facilities. The control center shall be used to store equipment and approximately eight (8) to ten (10) weapons and ammunition. The control center should have a minimum of seventy (70) square feet.

6. At least one office or workstation with a minimum of forty (40) square feet shall be provided for correctional officers.

7. A private area for searches of male and female persons shall be provided.

8. A secure holding area for inmates being transferred into and out of the secure unit shall be provided.

9. The State shall be responsible for coordinating all visitations with inmates in the secure unit.

10. The hospital's nursing station shall have controlled access.

11. Correctional officers shall be provided designated parking spaces.

12. Correctional officers shall be provided one meal per shift by the hospital.

A.9. PHARMACY SERVICES. The Contractor shall coordinate with the State Central Pharmacy Contractor to ensure that medication orders submitted into Correctional Institution Pharmacy Software (CIPS) are delivered in a timely manner to the State Facility, and develop systems to receive and verify inventory and distribute medications to the inmates.

a. Medications. Medications shall be reordered prior to expiration of the providers order to ensure continuity of care and treatment. Orders shall be placed according to TDOC Policies #113.70 and #113.71, as may be amended. All medication orders shall include the drug, dose, route of administration, frequency, date and time the order was written, start/stop date,

indications, and any applicable quantity limits as directed by the State Pharmacy and Therapeutics Committee. All prescriptions shall include a legible signature of the ordering Provider. In the event that medication is not delivered due to delayed orders, the State Central Pharmacy contractor is authorized to obtain sufficient medication by local purchase from a Pharmacy subcontractor. The State Central Pharmacy Contractor may also have the medications delivered to the ordering facility within two (2) hours of receipt of order. Only the quantity of medication needed until the medication can be supplied by the State Central Pharmacy Contractor shall be ordered by the Contractor and an order shall be sent to the State Central Pharmacy Contractor to provide the remainder of the medication needed. Medication shall be ordered in accordance with the Drug Formulary approved by the State Pharmacy and Therapeutics Committee in accordance with TDOC Policies #113.70 and #113.71, as may be amended. Any medication orders not properly documented in accordance with these policies is subject to liquidated damages in accordance with Attachment Three.

b. State Pharmacy and Therapeutics Committee. The TDOC Assistant Commissioner of Clinical Services, TDOC Chief Medical Officer, the Contractor's Statewide Medical Director, and Dental Consultant shall participate on the State's Pharmacy and Therapeutics Committee and shall communicate findings of the State Pharmacy and Therapeutics Committee to contracted providers.

c. Hepatitis and HIV Medications. The Contractor shall administer Hepatitis-B Vaccine (HBV) for all clinical State Facilities staff, regardless of employer. The Contractor shall coordinate with the State Central Pharmacy Contractor to facilitate access to the individual's health care records maintained by the State,(covered entity), for purposes of establishing 340B program patient eligibility. The Contractor shall be responsible for fifty percent (50%) of the costs of all HIV/Acquired Immunodeficiency Syndrome (AIDS) and hepatitis C antiretroviral medications prescribed by a Physician or Mid-Level Providers, in accordance with State treatment protocols, guidelines and formulary developed by the TDOC Chief Medical Officer, Clinical Pharmacist and the State Central Pharmacy Contractor as outlined in Section C.3.c.

The Contractor shall coordinate with the TDOC Director of Pharmacy and the State Central Pharmacy Contractor to facilitate and maintain 340B Pharmacy Program, including implementation, compliance, auditing, and education.

d. Formulary and Non-formulary Medications. The Contractor shall follow State Clinical Guidelines for chronic disease management, nursing protocols, psychiatric disorders, vaccinations, and immunizations. Where applicable, medications specified in these guidelines shall be provided as formulary medications. The Contractor shall process any non-formulary medications that are approved by the State Chief Medical Officer or designee, with the Pharmacy and Therapeutic Committee Utilization Management Process for medical and mental health services.

e. Psychotropic Medications. Psychotropic medications such as antipsychotics, antidepressants, and drugs requiring parental administration shall only be dispensed in accordance with a prescription by a Physician or an authorized health care provider in agreement with the Physician, based upon a physical examination of the inmate by a qualified health professional.

A.10. STAFFING SERVICES. The Contractor shall provide adequate and qualified staff to perform the Services under this Contract. All administrative staff shall be proficient in Microsoft Word, Excel, Outlook, Publisher, Share Point and Power Point. Staffing shall, at a minimum, be at such levels in accordance with Contractor's approved staffing plan and the State's approved minimum staffing plan for each State Facility. In the event of vacant positions, the Contractor is required to provide adequate coverage to provide the services. Any changes to Contractor's staffing plan during the Term shall require the State's prior written approval. The Contractor shall submit monthly staffing reports on or before the f if teenth (15th) of each month demonstrating the preceding month's actual staffing

compared to the staffing plan for each State Facility. If a change in circumstances calls for a modification in staffing requirements, the Contractor and the State shall review those changed circumstances. Any changes in Contractor staffing requirements shall be at the sole discretion of the State. The State reserves the right, in its sole discretion, to remove from a State Facility or prohibit entry to a State Facility any of Contractor's employees or subcontractors. The Contractor's minimum staffing levels are delineated in Attachment Four. Any positions that are vacant more than thirty (30) days are subject to liquidated damages in accordance with Attachment Three.

a. Pre-Employment Screening. The Contractor, at a minimum, shall include the following in its pre-employment review:

1. Current licensure/certification verification: unrestricted;

2. Health screening to ensure absence of communicable disease; and

3. Drug testing in accordance with TDOC Policy #302.12, as may be amended.

b. Background Investigations. The Contractor shall not hire felons or relatives of felons currently incarcerated or under probation or parole supervision in Tennessee. Prior to employment with the Contractor, applicants shall be subjected to a thorough background investigation. Criminal and employment histories shall go back a minimum of five (5) years. Background investigations shall be available to the State upon request. All criminal background checks shall be completed according to State policies and procedures for contract employee background checks. The cost of the background checks is the responsibility of the Contractor. In no instance may an employee begin work in a State Facility until the National Crime Information Center (NCIC) check has been completed; however, the employee may participate in pre-service training while the check is in process. The State shall notify the Contractor whether or not the employee is cleared for further consideration of work at a State Facility.

c. Personnel Files. Personnel files of all subcontractors and contract employees shall be on file at the State Facility where services are performed. These files shall be made available to the TDOC Assistant Commissioner of Clinical Services or designee, State Facility sarden or designee and State auditors, upon request.

d. Bilingual Staff. The Contractor shall make best efforts to provide staff who are bilingual. The Contractor shall provide translation services to meet the needs of the inmate population. The Contractor shall ensure that inmates shall not be utilized as translators for any reason.

e. Staff Uniforms. The Contractor shall require all of its staff to be professionally dressed in lab coats or uniforms and comply with the TDOC Policy #506.24, as may be amended. All Contractor staff shall maintain professional dress at all times. The Contractor is responsible for the expense of purchasing uniforms to meet these requirements.

f. Key Staff.

1. Approval of Key Staff. The State reserves the right to approve or disapprove any individual or business entity whether it is an independent contractor or subcontractor that the Contractor seeks to utilize to provide services. The TDOC Chief Medical Officer or designee shall interview certain key prospective employees of the Contractor prior to their assignment to provide services under the Contract. The Contractor shall not assign these key staff until written approval is received from the State. The Contractor shall request and receive written approval from the State for the following key staff prior to their assignment to provide services under this Contract:

a. The Contractor's staff with overall responsibility for this Contract.

b. All health services administrators and Director of Nursing assigned to any State Facility.

c. The Contractor shall consult with the State for input and recommendations before hiring, dismissing, or changing a location of a Physician or State Facility health administrator.

2. Substitution of Key Staff. The Contractor's staff assigned to perform services under this Contract shall not be replaced without the written approval of the State. Such approval shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contract staff become unavailable due to resignation, illness, or other factors, outside of the State's or Contractor's reasonable control, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks and responsibilities. Key staff shall not be temporarily assigned to projects outside this Contract without the prior written permission of the TDOC Assistant Commissioner of Clinical Services or designee.

Failure to obtain the State's approval for key staff appointments, transfers, or temporary assignments shall be subject to liquidated damages in accordance with Attachment Three.

g. Employee Orientation and Training. The Contractor shall ensure that all of its full-time and part-time employees assigned to State Facilities participate in the State's pre-service training program regarding State policies and procedures and security considerations as defined in TDOC Policy #110.01, as may be amended.

1. General Requirements of Orientation and Training. The Contractor shall develop and submit for the State's approval the Contractor's plan for initial orientation and training of the Contractor's staff. The Contractor shall be responsible for salaries/wages and travel expenses of its employees while in training. The State shall waive orientation for the Contractor's employees who have completed the State's orientation within the preceding two (2) years as State employees or employees of a predecessor contractor who are assigned to the same State Facility. Each year thereafter, the Contractor shall provide a minimum of forty (40) additional hours of job-related training for all employees. The training is to include at least eight (8) hours of training for updates made within State policies and emergency response procedures, including CPR.

2. The Contractor shall secure an electronic integrated digital curriculum solution for nursing education to assess skill competency and learning opportunities. The Contractor must present the selected program to TDOC for approval prior to utilizing the digital curriculum for nursing education. The skills of all professional staff to ensure competency to provide the required services, and supply as a component of credentialing a privilege list for Physicians and Mid-Level providers. Nursing staff shall document skills on a specific checklist applicable to RN's (CR-3786), LPN's (CR-3787), and CNT's (CR-3790) in accordance with TDOC Policy #113.10, as may be amended, or a print-out provided by the TDOC approved digital curriculum application. The State may perform competency assessments of clinical professionals to ensure all required services at all infirmary beds.

3. Staff Training Curriculum. Within sixty (60) days from the Contract Effective Date, the Contractor shall develop and submit for the State's approval the Contractor's staff training curriculum.

4. Staff Meetings. The Contractor shall ensure that its staff attend all staff meetings as requested by the State, including but not limited to: facility meetings, quality

assurance, mortality reviews, risk management, peer review, Pharmaceutical and Therapeutics Committee and meetings regarding medical and professional staff.

5. In-Service Training. The Contractor shall provide in-service training for its staff. The Contractor shall submit a calendar of managerial and clinical in-service topics to the State for approval in June of each year during the Term of this Contract. At a minimum, the in-service training provided by the Contractor shall meet the ACA standards for staff training.

6. The Contractor shall establish a medical library on-site for use by the health care staff. Upon approval by the State Facility warden, the Contractor is encouraged to implement an on-line medical library. The library shall, at a minimum, include basic clinical text references.

7. Training of Other Staff. The Contractor shall develop and deliver a training program at each State Facility for all non-health care staff. Contractor's training curriculum shall be approved in writing by the State and consist of four (4) hours of classroom time annually. This training shall include:

   a) First aid for medical emergencies;

   b) Use of AED Defibrillators;

   c) Mental health emergencies;

   d) Cardiopulmonary Resuscitation (CPR) certification;

   e) Communicable disease prevention;

   f) Blood-borne pathogen exposure control, in compliance with the State "Blood-Borne Pathogen Exposure Control Plan";

   g) Recognition of signs and symptoms of mental illness, chemical dependency and developmental disability; and

   h) Suicide prevention.

8. Continuing Education for Staff. The Contractor shall encourage the participation of health services staff in national conferences for the purposes of continuing education and pay for up to ten (10) staff per year.

A.11. UTILIZATION MANAGEMENT AND REVIEW PROCESS. The Contractor shall provide Utilization Management and Review Process in accordance with evidence and criteria-based clinical guidelines to evaluate the appropriateness and medical necessity of services being provided by the Contractor. The TDOC Chief Medical Officer or designee is the final medical authority on all decisions made on access to specialty care, procedures, inpatient admissions and transfers and pharmacy utilization. The Contractor's policy and procedures, guidelines, reporting format and staffing plans relating to the Utilization Management and Review Process shall be submitted, in writing, for written approval by the TDOC Chief Medical Officer within thirty (30) days of the Effective Date of this Contract and on or before each anniversary of the Contract Effective Date thereafter during the Contract Term. Services included in the Utilization Management and Review Process shall include, facility-based services, outpatient referral services, inpatient hospitalization for jail and state inmates, including safe keepers. The Contractor shall track and access third party reimbursements for eligible inmates and return the data and reimbursement to State.

a. Guidelines. The Contractor shall submit written guidelines for the delivery of efficient and quality-oriented health care to the TDOC Chief Medical Officer for written approval. The State may mandate changes to the Contractor's utilization criteria or Utilization Management and Review Process policies and procedures at any time it deems necessary to serve the medical interests of inmates or the best interest of the State. The Contractor shall notify the TDOC Chief Medical Officer or designee and Utilization Management and Review Process staff prior to any hospital admission, including holidays and weekends. Failure to comply with this is an assessable liquidated damage in accordance with Attachment Three. The Contractor shall provide the following services as part of the Utilization Management and Review Process:

1. Resolution of all specialty consultation requests within fourteen (14) days of the date the Provider makes the request. Delivery of specialty care services is required within the time limits specified by performance measures listed in Attachment Three of this Contract.

2. Establishment of referral guidelines for specialty consultation requests.

3. Development of an effective method to coordinate with the State's transportation department for medical transfers and inmate movement.

4. Establishment of designated staff at each State facility to be responsible for the coordination and management of the Utilization Management and Review Process.

5. Annual training for Contractor staff, physicians, Mid-Level Providers, clinic schedulers/ coordinators, health administrators, and others as appropriate.

6. Development of an effective method of communication with the TDOC Chief Medical Officer or designee on a daily basis for hospitalization events and Monday through Friday for consultation requests and completions. Reports shall be typed and submitted for distribution to the appropriate State Facility. The Contractor shall use a tracking system, approved in advance in writing by the State, to ensure completion of consults and follow-up on requests deferred for additional information or returned to the treating Physician for alternative treatment.

7. The Contractor shall assist the State with developing protocols for trackingstate inmates on suspension status with TennCare in both the prisons and county jails.

8. The Contractor shall track inmates who are eligible for TennCare benefits and shall develop a mechanism with the hospitals to directly bill the division of Health Care Finance and Administration of the Tennessee Department of Finance and Administration for services delivered to these patients while admitted to an outside hospital for care as well as any procedures or medications provided during that hospital stay. The Contractor shall provide documentation for each admission to an outside hospital no later than the fifth calendar day of each month during the Term of this Contract. The documentation required by this subsection shall be submitted to the TDOC Assistant Commissioner of Clinical Services and the TDOC Chief Medical Officer.

b. Direct Secure Messaging.

1. When the Contractor transports reports, spreadsheets or other documents, including Protected Health Information (PHI), the Contractor is required to use DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP).

2. If the Contractor subcontracts services to external mental health providers and PHI is transported from these external mental health providers to the Contractor or PHI is transported from external mental health providers to the State, the PHI shall be transported via DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP).

c. The data stored in software utilized for the Utilization Management and Review Process shall become the property of the State at the end of the Contract term. All right, title and interest in data collected in said sof tware shall at all times be owned by the State in keeping with Contract section E.8. The data shall be provided in an electronic format approved by the TDOC Chief Medical Officer at the end of the Contract term.

A.12. ANCILLARY SERVICES.

a. Vision Care Services. The Contractor shall retain Tennessee licensed optometrists to provide medically necessary optometric services to inmates in accordance with the American Optometric Association (AOA) and TDOC Policies #113.08 and #113.31, as may be amended.

The vision care services shall consist of regular eye examinations, emergency care services, prescribing, ordering, dispensing and fitting of eyeglasses, and any other eye care services provided by an optometrist. An optometrist shall visit each State Facility at a minimum of once a month. The waiting list for optometry visits shall not exceed sixty (60) days.

The Contractor shall secure weekly on-site optometry services at diagnostic intake facilities to ensure that newly admitted inmates are promptly examined and, if indicated, receive security approved prescription eyeglasses.

The Contractor shall furnish eyeglasses prescribed by the optometrist or ophthalmologist. The Contractor shall provide basic frames, lenses, polycarbonate lenses and other eyeglasses that are medically necessary. Contact lenses shall only be provided if medically necessary, and in such cases the Contractor shall be responsible for providing the solutions necessary for maintenance of the contact lenses. The Contractor shall repair or replace eyeglasses in accordance with applicable State policies. Eyeglasses and other items shall be delivered to the inmate within fifteen (15) business days from the date of the prescription order.

b. Radiology. The Contractor shall provide all radiology services through subcontracting or provide radiology services at each State Facility by a certified technician and interpretation by a board-certified radiologist. The Contractor shall have on-site radiology services available to minimize offsite radiology/diagnostic services. Contractor shall make radiology/diagnostic services available during and outside of business hours. The Contractor shall utilize mobile services at all regional sub-acute centers, targeting mammography, ultrasound, echocardiogram, non-urgent CT, MRI, and PET scans when on-site services are not available at any facility. Subcontractors utilized by the Contractor shall maintain accreditation by national accreditation entities such as American Institute for Ultrasound in Medicine (AIUM) for services provided when accreditation is available.

All reports shall be delivered within twenty-four (24) hours to the State Facility clinical staff in a format approved by the TDOC Chief Medical Officer. The Contractor is responsible for the provision of all other off-site diagnostic testing required under this Contract. The Contractor shall provide all on-site fluoroscopy and special studies. Radiology studies shall be provided with digital imagery allowing access by designated Providers in State Facilities and the TDOC Chief Medical Officer, and direct access to view the films through remote or mobile devices.

Typed reports for routine studies shall be provided to the State Facility as soon as they are read or no later than twenty-four (24) hours after the image is obtained. The radiologist shall call the facility within twelve (12) hours with any report requiring immediate intervention. Hard copy typed reports and films (where digital technology is not available) shall be received within twenty-four (24) hours of obtaining the image. If the State implements an electronic health record system, digital reports are required to be transmitted within twenty-four (24) hours of treatment or consultation. The Contractor is responsible for the maintenance, filing and purging of all x-ray films. The Contractor is responsible for providing all supplies required to support x-ray services.

c. Laboratory Services. The Contractor is responsible for the procurement and processing of all medical laboratory services including supplies, forms, and tests in accordance with TDOC Policy #113.75, as may be amended. Laboratory specimens shall be processed off-site for procedures/tests that are not waived by the Clinical Laboratory Improvement Amendments (CLIA), which can be found at: https://www.cms.gov/Regulations-and- Guidance/Regulations-and-Guidance.html#.

The Contractor shall ensure that any off-site laboratory utilized by the Contractor has a quality assurance plan and is a CLIA certified laboratory. The Contractor shall be responsible for obtaining and maintaining necessary CLIA waivers at all sites.

The Contractor shall coordinate lab tests to avoid duplication of tests. At each State Facility, the Contractor shall provide their own network access. Contractor staff shall be able to access their company's website and email on computers connected to the State's network which has limited internet access. Contractor staff who demonstrate a need for full internet access on the State's network will require approval by the State Facility warden. The Contractor shall be financially responsible for the monthly network charge per computer. TDOC shall be responsible for maintenance and upgrades of the infrastructure. The Contractor shall provide a computer with a printer that provides online access to the Contractor's laboratory information system. All lab results, except those requiring a longer processing time beyond the Contractor's control, shall be provided within seventy-two (72) hours. The lab shall notify the State Facility immediately by telephone of any abnormal results that require immediate intervention.

Specimens shall be picked up from each facility Monday through Friday, at approximately the same time each day as determined jointly by the Contractor and each State Facility and be delivered to the laboratory as soon as possible.

The Contractor shall be responsible for the collection of all DNA specimens needed for forensic testing or required by state law or court order in accordance with TDOC Policy #113.92, as may be amended.

If an urgent care situation occurs, the Contractor shall be responsible for coordinating a process to obtain results of lab specimens seven (7) days a week within four (4) hours of obtaining the lab specimen.

The State may mandate collaboration between Contractor and the Tennessee Department of Health (TDOH) State laboratory for the collection and processing of laboratory specimens in whole or in part. The Contractor shall directly compensate the subcontractor or TDOH for all laboratory services provided. Contractor shall reimburse the State for any savings realized from the utilization of TDOH services.

d. EKG Services. The Contractor shall provide twelve lead EKG machines on-site at each State Facility. Contractor shall either provide EKG machines at the State Facilities or subcontract for these services. The service shall be available twenty-four (24) hours per day. EKG services shall be available at sub-acute sites for emergent cases. . EKG machines shall have transmission capabilities. Cardiologist reading services shall be available at the request of State Facility staff twenty-four (24) hours per day.

e. Long-Term Care. The Contractor shall demonstrate the ability to maximize the utilization of the long term and skilled nursing services that are offered on-site at DSNF and DJRC. The Contractor shall follow State policy on long-term care referrals and procedures. The Contractor shall contract with long term acute care facilities to provide care that is not otherwise available through the State. The Contractor shall assist the State in the design and development of long-term care units as the need may arise through provision of prospective models utilized in other jurisdictions or through research to include physical plant layout, equipment, treatment protocols, programming, and assistance in identifying inmate candidates for assignment to the units.

f. Renal Dialysis. The Contractor shall be responsible for the provision of all dialysis treatment, without regard to the availability of State-owned equipment. The Contractor shall be responsible for all costs associated with renal dialysis and provide all staff, drugs, biological, surgical dressings, supplies, blood, intravenous and related dialysis fluids, diagnostic studies, and equipment directly related to the provision of dialysis procedures. When available, drugs and biological supplies shall be obtained from the State Central Pharmacy.

1. The Contractor shall, whenever possible, utilize existing hemodialysis facilities and equipment located at DSNF. In such instances, male inmates requiring dialysis shall be transferred to the DSNF for treatment. The Contractor shall implement hemodialysis at DSNF for female inmates' for on-site outpatient dialysis treatment. The State, in its sole discretion, may approve mobile dialysis at the female site of its designation. If a backup or special infectious disease dialysis unit is needed, the Contractor shall send a written notice and justification to the TDOC Chief Medical Officer or designee. Upon written approval by the State, the Contractor shall purchase the equipment necessary to provide dialysis services. In the event of service interruption, the Contractor shall be responsible for providing adequate care, including an alternative treatment plan. The Contractor shall be responsible for all maintenance and repair of the State's existing equipment.

2. The Contractor shall maintain an emergency cart with sufficient emergency medications, supplies, and equipment required for all medical emergencies including resuscitations. The emergency cart shall be inspected on a weekly basis and after each use with the results documented by the Contractor's staff. The Contractor shall be responsible for the immediate replacement of all emergency supplies or equipment used or expired.

3. The Contractor shall provide emergency consultation services that are available twenty-four (24) hours per day seven (7) days per week. The Nephrologist on call shall respond to emergency calls within sixty (60) minutes of the original call.

4. The Contractor shall provide in-service training initially, and at least quarterly, to the facility staff at DSNF and DJRC on pre-treatment and post-treatment needs of dialysis patients. The Contractor shall provide an orientation packet to the inmates on renal dialysis and ongoing training to them to assist in their understanding of their treatment. Other training shall be provided as needed or requested by the State Facility.

5. The Contractor shall develop renal dialysis quality improvement and infection control programs which shall be approved by State within sixty (60) days of the Contract Effective Date. For on-site renal dialysis, the Contractor shall ensure that the renal dialysis provider documents all treatment in the State health record.

6. All medications shall be ordered through State Central Pharmacy.

g. Hospice/Palliative Care. The Contractor shall maintain and expand the hospice program for terminally ill inmates. If an inmate meets the requirements for hospice care, the State may transfer the inmate to the hospice program or designate the inmate to be cared for at their assigned State facility. The Contractor shall be responsible for all costs associated with the hospice programs. The Contractor shall work with the State in developing hospice programs both on-site and off-site, as appropriate. The State's hospice program shall incorporate medically directed care, an interdisciplinary plan of care, family participation, treatment for pain; and patient education and counseling. The Contractor shall provide the State with a written plan for implementation and operation of these services within the first six months of the Contract Effective Date. Implementation of the Contractor's plan is subject to the State's prior written approval. The Contractor is required to follow the National Hospice and Palliative Care Organization guidelines, as may be amended, for corrections hospice and palliative care programs.

h. Oncology. The Contractor shall be responsible for the provision of all chemotherapy without regard to the availability of State-owned equipment. The Contractor shall be responsible for all costs associated with chemotherapy and provide all staff, drugs, biological supplies, surgical dressings, supplies, blood intravenous and related chemotherapy fluids, and disposal of biochemical waste related to the provision of chemotherapy procedures. When available, drugs and biological supplies shall be obtained from the State Central Pharmacy Contractor.

1. The Contractor shall be responsible for the operation of a weekly oncology clinic at DSNF and DJRC. Oncology services shall provide rotating schedule of sub-specialists to address the most common oncology diagnosis.
2. The oncologist shall be responsible for the supervision of oncology staff and the provision of chemotherapy services.
3. Male inmates requiring chemotherapy shall be transferred to the DSNF for onsite outpatient chemotherapy treatment. Female inmates requiring chemotherapy shall be transferred to DJRC for onsite outpatient chemotherapy treatment.
4. Upon written approval by the State, the Contractor shall purchase the equipment necessary to provide oncology services.
5. The Contractor shall be responsible for providing uninterrupted services.

i. Wound Care. The Contractor shall implement wound care services at all regional infirmary sites. The team shall consist of at least two (2) nurses at each site that have completed specialized wound care training approved by the TDOC Chief Medical Officer.

A.13. MEDICAL STAFF CREDENTIALING.

a. Credentialing. The Contractor shall submit within thirty (30) days of the Contract Effective Date a written policy and procedure regarding the Physician credentialing process to be approved in writing by the State. TDOC shall have access to provide a copy the credentialing records. Upon expiration or termination of the Contract, these credentialing records shall become the property of the State. Final approval of privileges shall be determined by the TDOC Chief Medical Officer. The State shall conduct periodic audits of the Contractor's credentialing records. Copies of all records shall be physically located in the Contractor's Tennessee office and available for review by the State. The Contractor's failure to have current credentials on file shall be subject to liquidated damages in accordance with Attachment Three.

Each Physician's credentialing records shall contain at a minimum the following documents:

1. Copy of current Tennessee license to practice medicine or surgery;
2. Government Issued Photo Identification;
3. Curriculum Vitae;
4. Copy of Drug Enforcement Administration (DEA) licensure;
5. Evidence of malpractice insurance with claims or pending lawsuits as well as lawsuits closed during the past ten years verified by the insurance carrier;
6. Copies of verified medical education including internship, residency and fellowship programs, and any specialty certifications;
7. Copy of current ACLS, BCLS or CPR certification. All certifications shall be achieved prior to the individual providing services at any State Facility;
8. Provide evidence of accreditation for all Mental Health RN, LPN and ACA Behavioral Health certification within one year of hire date;
9. Employment history;
10. Evidence of reasonable inquiry into employment history with emphasis on assessment of clinical skills;
11. Signed release of information form;
12. Information regarding any criminal proceedings;
13. Medicaid provider number and National Provider Identifier (NPI) number, and;
14. The provisions of this section shall outlast the termination or expiration of this Contract.

b. Nurse Credentialing. All nursing staff shall have graduated from an accredited nursing program and hold applicable Tennessee licenses and advanced degrees. Nursing staff shall not commence employment without evidence of a current Tennessee license to practice, evidence of a current DEA licensure, where applicable, practice agreements with a Tennessee licensed Physician, Medicaid provider number or NPI number, evidence of malpractice insurance coverage and evidence of current TB testing.

c. Ancillary Staff Credentialing. The Contractor shall provide to the State documentation of malpractice insurance coverage and current TB testing to confirm that all ancillary staff, including but not limited to Mid-Level Providers, X-ray technicians, physical therapists, occupational therapists, optometrists, podiatrists, infectious disease experts, or nursing assistants have sufficient malpractice insurance coverage and have all current TB testing.

A.14 CONTRACT MANAGEMENT. The Contractor shall retain, at a minimum, the following staff on-site in Tennessee to coordinate and manage the Contractor's obligations under this Contract:

a. Contractor's Representative. Contractor shall designate a single person to act as Contractor's customer service representative ("Contractor's Representative") to ensure that all services are provided in accordance with the provisions of this Contract and to act as a point of contact between the State and the Contractor with respect to Contractor's operations at each State Facility or off-site when treatment occurs off-site. The Contractor's Representative shall be responsible for working with the State to submit in writing a finalized transition plan for State approval, then execute the approved transition plan (Attachment Sixof this Contract) and manage daily operations. The Contractor's Representative shall be a full time position. In the event the Contractor's Representative is absent, the Contractor shall appoint a substitute to perform these functions until the Contractor's Representative returns. The Contractor's Representative shall be based in Middle Tennessee.

b. Contractor's Statewide Medical Director. The Contractor shall designate a full-time Medical Director ("Contractor's Statewide Medical Director") who shall serve as the point of contact and have the authority and responsibility for resolving clinical issues and overseeing the Utilization Management and Review Process. The Contractor's Statewide Medical Director shall be licensed in the State of Tennessee. The Contractor's Statewide Medical Director is also responsible for assuring that all services provided under this Contract are delivered in a timely manner consistent with the generally accepted standards of medical care with a focus towards improved outcome measures. In coordination with the TDOC Chief Medical Officer this position is also responsible for oversight of the state's medical peer review program. The Contractor's Statewide Medical Director shall visit all State Facilities and be available to each State Facility when issues arise pertaining to medical treatment by Contractor's staff and communicate those issues to the TDOC Chief Medical Officer. The Contractor's Statewide Medical Director shall review hospitalization and specialty consultation information as determined by and in conjunction with the TDOC Chief Medical Officer, which may include a daily discussion of the status of inpatients, Contract compliance with review, approval, denial, or alternative treatment recommendations for specialty consultations by physicians providing services at each State Facility. This position shall be based in Middle Tennessee.

c. Contractor's Continuous Quality Improvement (CQI) Coordinator. The Contractor shall designate a full- time nurse ("Contractor's CQI Coordinator") who shall serve as the point of contact and have the authority and responsibility for developing and implementing the State's Continuous Quality Improvement Program ("CQI Program"). The Contractor's CQI Coordinator is also responsible for overseeing the nursing orientation and training programs. The Contractor's CQI Coordinator shall assist in the development of clinical guidelines, nursing protocols, and enhancing quality of the State's clinical operations. The Contractor's CQI Coordinator shall work closely with and be assigned to work in the TDOC Central Office and perform duties under the supervision of the TDOC Chief Medical Officer or designee. The Contractor's CQI Coordinator shall visit each State Facility frequently to survey the CQI Program to ensure compliance with State policies and ACA standards.

d. Contractor's Infectious Disease Management Coordinator. The Contractor shall designate a full-time nurse ("Contractor's IDM Coordinator") who is responsible for tracking, monitoring, and reporting all data on infection control and diseases within all State Facilities. The Contractor's IDM Coordinator shall ensure that staff is properly trained and that all federal and state regulations or guidelines are maintained. The Contractor's IDM Coordinator shall work closely with the State's Health Departments and the TDOC Central Office to enhance the control of infectious diseases within each State Facility. The Contractor's IDM Coordinator shall be assigned to work in TDOC Central Office and perform duties under the supervision of the TDOC Chief Medical Officer or designee. The Contractor's IDM Coordinator shall ensure that all issues related to infectious disease are brought to the attention of the TDOC Chief Medical Officer or designee.

e. Contractor's Statewide Health Educator: The Contractor shall hire a full-time statewide health educator ("Contractor's Statewide Health Educator") who shall be approved by the TDOC Chief Medical Officer or designee. The Contractor's Statewide Health Educator

shall be assigned to work in the TDOC Central Office. The Contractor's Statewide Health Educator shall coordinate all training for health professionals through direct training or identifying resources within the State as directed by the TDOC Chief Medical Officer or designee.

f. Contractor's Statewide Case Manager: The Contractor shall hire a full-time statewide case manager ("Contractor's Statewide Case Manager") who shall be approved by the TDOC Chief Medical Officer or designee. The Contractor's Statewide Case Manager shall have expertise in the field of case management, medical benefits and third-party insurance payers. The Contractor's Statewide Case Manager shall be assigned to work in the TDOC Central Office and shall serve as the coordinator for case management at each State Facility in conjunction with the State Facility case managers. The Contractor's Statewide Case Manager shall be responsible for coordinating transitional services for inmates leaving State custody and for inmates who will need clinical services upon release. In addition, the Contractor's Statewide Case Manager shall assist with the furlough coordination for inmates who meet the criteria for furlough and who need an adequate home plan in order to receive the furlough. The Contractor's Statewide Case Manager shall perform duties under the supervision of the TDOC Director of Clinical Support.

g. Contractor's Facility Medical Directors. The Contractor shall also designate a Physician medical director at each State Facility ("Contractor's Facility Medical Director"). The Contractor's Facility Medical Director shall serve as the point of contact, be responsible for and have the authority to resolve issues that affect health care delivery and shall be able to devote sufficient time to perform the administrative responsibilities necessary to deliver the services under this Contract. Administrative responsibilities of the Contractor's Facility Medical Director include, but are not limited to: supervising primary care providers, identification and oversight of onsite specialty care clinics, conducting weekly status meetings with the Health Services Administrators and staff, providing clinical guidance in the development of policy and procedures, consulting with the clinical staff on specific case management and treatment and overall care, and participating in monthly continuous quality improvement (CQI) committee meetings. The Contractor's Facility Medical Director shall participate in regularly scheduled discussions with the TDOC Chief Medical Officer, which may be jointly held with the Contractor's Statewide Medical Director. In addition, Contractor's Facility Medical Directors shall bring to the attention of the TDOC Chief Medical Officer any issue related to Contractor's ability to provide appropriate medical treatment based on that individual's clinical judgment.

i. Contractor's Statewide Hepatitis C Treatment Management Coordinator. The Contractor shall designate a full-time nurse ("Contractor's HCV Treatment Coordinator") who is responsible for tracking, monitoring, and reporting all data on HCV infection and treatment within all Facilities, including privately managed facilities. Additionally, the Contractor's Statewide HCV Treatment Coordinator is required to maintain and oversee HepCor data entry. The Contractor's HCV Treatment Coordinator shall work closely with the State's Health Departments and the TDOC Central Office to enhance the treatment of HCV disease within each Facility. The HCV Treatment Coordinator shall be assigned to work in the TDOC Central Office and perform duties under the supervision of the TDOC Chief Medical Officer or designee. The Contractor's HCV Treatment Coordinator shall ensure that all issues related to infectios disease are brought to the attention of the TDOC Chief Medical Officer.

A.15 QUALITY IMPROVEMENT. The Contractor shall comply with the State's quality improvement initiatives in accordance with applicable TDOC Policy. Within sixty (60) days of the Contract Effective Date, the Contractor shall provide the State with a plan for developing a quality improvement program that outlines the committees and reporting mechanisms that support quality improvement initiatives.

a. Committees. The Contractor shall coordinate with the State regarding all committee meeting dates, times, and locations and the recording of meeting minutes. Some of the established State committees include, but are not limited to:

1. CQI Committee. Statewide Continuous Quality Improvement Committee meetings are held quarterly or more frequently as requested by the State. At a minimum the Contractor's Representative, Contractor's Statewide Medical Director, Contractor's IDM Coordinator, and Contractor's CQI Coordinator shall attend this meeting.

2. Infectious Disease Committee. The Contractor shall assist with maintaining an Infectious Disease Committee consisting of the TDOC Chief Medical Officer or designee, Contractor's IDM Coordinator, Contactor's Statewide Medical Director, or others as designated by the State. The Contractor's IDM Coordinator shall serve as primary staff to the Infectious Disease Committee members and coordinate meetings. The purpose of the Infectious Disease Committee is to establish an effective infectious disease management program that meets the needs of inmates with HIV/AIDS, TB, MRSA, Hepatitis, or other infectious diseases. The Infectious Disease Committee shall also be responsible for establishing educational and training programs that are designed to enhance the knowledge of inmates and staff and thus prevent the spread of infectious diseases. These programs are to be consistent with accepted medical standards and any State policy for communicable and infectious diseases. The Tennessee Advisory Committee on Hepatitis C and HIV ("TACHH") prevention and treatment committee is a sub-committee of the Infectious Disease Committee.

3. Gender Dysphoria (GD) Committee. The Gender Dysphoria Committee shall be composed of the TDOC Chief Medical Officer or designee, Contractor's Statewide Medical Director, TDOC Director of Behavioral Health Services, TDOC Assistant Commissioner of Prisons or designee, and the Administrative Directors of Medical or Mental Health for the Contractor in order to address issues in the management of individuals diagnosed with GD.

4. Pharmacy and Therapeutics Committee. The Contractor shall work in cooperation the TDOC Director of Pharmacy and the State Chief Medical Officer to coordinate the Pharmacy and Therapeutics ("P and T Committee"). The TDOC Chief Medical Officer shall chair the P and T Committee, which shall meet quarterly or more often if necessary. The purpose of the P and T Committee is to develop and review the formulary and any recommended additions or deletion as recommended by the Contractor's Clinical Pharmacist, the State Central Pharmacy Contractor or the State. In addition, any information related to specific medications such as a change in indications, drug interactions, or warnings shall be discussed. The Contractor's Clinical Pharmacist shall attend meetings and be responsible for discussing reports related to inmates on prescriptions, listing the costliest medications, as well as comparisons to other states based on other contracts of the vendor or research on medication costs for other states' Departments of Correction. The Contractor's Clinical Pharmacist shall communicate directly and work closely with the Pharmacist in Charge who manages the State Central Pharmacy.

5. Morbidity and Mortality Committee. The TDOC Chief Medical Officer or designee shall chair the Morbidity and Mortality Committee for the purpose of reviewing all data related to inmate death and illness, identifying risk factors related to inmate morbidity and mortality, recommending and implementing strategies to reduce risk factors and improve health of the inmate population and reporting mortality data to the Federal Bureau of Justice for publication.

6. Ethics Committee. The TDOC Chief Medical Officer or designee shall chair the Ethics Committee on an ad hoc basis. The Contractor shall assist the State in resolving unusual or complicated ethical problems affecting the care and treatment of inmates in State custody.

7. Peer Review Committee. The TDOC Chief Medical Officer or designee shall chair the Peer Review Committee for the purpose of reviewing the credentials and clinical performance of Physicians, including psychiatrists, dentists and at the discretion of the Committee, Physician Assistants and advance practice nurses. The Contractor's membership on this Committee shall consist of the Contractor's Statewide Medical Director and the Contractor's Dental Director. This Committee shall meet as determined by the TDOC Assistant Commissioner of Clinical Services and TDOC Chief Medical Officer. A meeting may be requested through the Chair of the Peer Review Committee or any Committee member.

b. Annual Review and Peer Review Program. The work of all Physicians and dentists shall be annually reviewed jointly by the Contractor and TDOC Chief Medical Officer. In an effort to ensure clinical performance enhancement, the Contractor shall have a Peer Review Program that is submitted for approval in writing by the TDOC Chief Medical Officer within sixty (60) days of the Contract Effective Date. The Peer Review Program shall either meet or exceed standards outlined in State Policy and CQI Program standards for peer review. The TDOC Chief Medical Officer shall be notified of all peer review actions, and the results of the Peer Review Program shall be shared with the Peer Review Committee's Chairperson. The State shall review all peer review reports and approve the Contactor's plan of corrective action for peer review deficiencies.

At least every two (2) years, the Contractor shall provide the State with documentation that peer review has been completed for each Physician, dentist and Mid-Level Provider at each State Facility. The Contractor's failure to ensure annual peer reviews are completed are subject to liquidated damages in accordance with Attachment Three.

c. Committee Reports**.** The Contractor shall be responsible for preparing minutes of all committee meetings as designated by the State. The Contractor shall also be responsible for ensuring that all necessary data and reports are completed and reported to the State within the designated timeframes in an effort to identify areas of improvement in health care operations.

In accordance with State Policy as may be amended, the Contractor shall submit a monthly CQI report to the TDOC CQI coordinator in a written or electronic form acceptable to the State, by the eighth day of each month during the Term of this Contract or as otherwise directed by the State.

d. ACA Accreditation. The State and the Contractor shall use mock assessments or partial mock assessments prior to on-site ACA accreditation assessments being conducted to determine compliance and identify any deficiencies. Any ACA Accreditation Audit that results in a loss of accreditation due to findings within the health services departments shall be subject to liquidated damages in accordance with Attachment Three.

A.16. MEDICAL SUPPLIES AND EQUIPMENT. The Contractor shall be responsible for the provision of all medical and dental supplies required in conjunction with providing services under this Contract. In addition, the Contractor shall provide all medical and dental non-capital equipment including maintenance of existing equipment and including Telemedicine Equipment. The Contractor shall be responsible for optimizing each infirmary with the focus of improving the regional sub-acute centers at Debra K. Johnson Rehabilitation Center, West Tennessee State Prison, Morgan County Correctional Facility, and DeBerry Special Needs Facility. The Contractor shall be required to purchase the necessary equipment or supplies to provide the appropriate scope of care, including IV poles and pumps, infirmary beds, suturing supplies and equipment, a cardiac monitor, respiratory condensers, nebulizers, back boards, wheelchairs and other durable equipment, as needed, in addition to ensuring availability of necessary equipment and supplies.

A.17 TELEMEDICINE. The Contractor shall maximize the use of Telemedicine Equipment to reduce the need for off-site consultations and specialty care clinics when it does not impede the level of care. Telemedicine Equipment shall be utilized to expedite the distribution of time sensitive training programs and help reduce travel expenses associated with multi-site clinical meetings.

The Contractor shall implement Telemedicine at all State Facilities upon receipt of written State approval and have Telemedicine Equipment fully functional, including completion of end-use training, within 60 days of the Contract Effective Date.

The Contractor shall be responsible for the cost of any additional equipment for Telemedicine. Additional Telemedicine Equipment shall be authorized by the State prior to installation. The Contractor shall remain responsible for the maintenance of all Telemedicine Equipment.

The Contractor shall be responsible for establishing a network to which Contractor-provided Telemedicine Equipment will be connected. The Contractor shall be responsible for establishing and paying for the network circuit. The Contractor shall be responsible for providing the required routers, switches, and patch cables to establish the network.

The State is responsible for providing existing fiber between the site DEMARC point and the building which houses the Telemedicine Equipment. The State will provide the CAT5 or CAT6 wiring between the switch room and the room housing the Telemedicine Equipment.

Maintenance or service for the network including connectivity between DEMARC and the Telemedicine Equipment shall be the responsibility of the Contractor.

A.18 HEALTH INFORMATION MANAGEMENT.

a. Medical Records. Contractor shall maintain all health records in compliance with applicable federal and state laws, and State policies. All patient records, including patient records created pursuant to subcontracts approved pursuant to this Contract, are the property of the State. The Contractor shall create and maintain a current, up-to-date health record for each State inmate received or housed at State Facilities in a modified problem-oriented medical format approved by the State. The health record shall accompany the inmate at all health encounters at the State Facility where the inmate is confined and shall be forwarded to the appropriate State Facility upon the transfer of the inmate to another State Facility. All services provided to an inmate shall be typed for placement in the health record. Any necessary transcription services shall be the responsibility of the Contractor. The health record forms and folders shall be provided by the State.

b. Privacy of Health Information. The Contractor's privileges of use, access to, and disclosure of materials from the health record are wholly incidental to the continued existence of a treatment relationship between the Contractor and the inmate. The Contractor shall comply with all applicable laws, rules, and professional standards regarding the protection of patient privacy rights as they pertain to inmate patients.

c. Data Management Automation. If the State converts to an electronic health record ("EHR") system during the term of this Contract, the Contractor's subcontractors such as laboratory, pharmacy, radiology, telemedicine, dialysis, etc., shall be required to link to the State

automated hardware and software. The State's STS divisions shall be responsible for coordination of system compatibility.

A.19. ADDITIONAL PROVISIONS.

a. Subcontractor Agreements. In accordance with Section D.7. of this Contract, the Contractor shall establish written agreements with its subcontractor vendors. Agreements between the Contractor and its subcontractors shall specify that the State has a property right to all inmate patient records developed pursu2ant to this Contract. The Contractor shall make every effort to complete all hospital, ancillary, or specialty subcontractor agreements within sixty (60) days of the Contract Effective Date. The Contractor is responsible for notifying the State in writing of any pending contracts not finalized within sixty (60) days of the Contract Effective Date and shall include an estimated completion date in its notification to the State. Within two (2) weeks of the subcontract agreement effective date, copies of the subcontracts shall be provided to each State Facility warden and to the TDOC Assistant Commissioner of Clinical Services. No subcontract of Contractor's duties and obligations under this Contract shall relieve the Contractor of liability to the State for subcontractor failure to perform. All subcontractor agreements shall be assignable to the State in the event of termination of this Contract.

b. Health Care Delivery Costs and Statistics. The Contractor shall utilize a Management Information System that provides necessary health care delivery costs and statistical information on a statewide and State Facility-by-State Facility basis for the State to monitor the Contractor's performance. The system, which is to include licensed reference materials, software, staff, and their functions will be reviewed with and approved by the TDOC Assistant Commissioner of Clinical Services or designee within thirty (30) days from the Contract Effective Date. The Contractor's Management Information System shall be capable of producing upon request detailed reports on Contractor costs and program statistics, including but not limited to hospital admissions by diagnosis, hospital length of stay, avoidable hospital days by root cause, ER visits, ambulance transports, pharmacy statistics, infectious disease tracking, utilization management review, outpatient procedures (by type), peer review, staffing reports (month-to-date vs. year-to-date), employee compensation rates, and training plans. In the interests of providing the services in an effective and efficient manner, the Contractor shall also do the following:

1. Develop a preferred provider network and direct all non-emergent care to these providers. Establish a standard evaluation that should be completed by the Contractor's Facility Medical Director prior to referral for specialty care through discussion with specialty providers.

2. Develop a strategy to decrease emergency room visits per 1,000 inmates by 20% from previous calendar year by developing opportunities for on-site care. The Contractor shall provide the plan for approval to the TDOC Assistant Commissioner of Clinical Services and TDOC Chief Medical Officer.

3. Develop a stringent process for a review of non-formulary prescription requests and a strategy to decrease the average number of prescriptions per inmate (annual) by 20% by developing opportunities for on-site care. The Contractor shall provide the plan for review by the TDOC Chief Medical Officer.

4. Develop a strategy to reduce the average number of prescriptions per inmate and review with the TDOC Assistant Commissioner of Clinical Services or designee and the TDOC Chief Medical Officer.

5. Identify no more than three (3) hospitals, one (1) per region, to which inmates shall be taken on a planned basis. The Contractor shall transfer all inmates admitted on an emergency basis to other hospitals to one of these three (3) identified hospitals as soon as the inmates are clinically stable for transfer. In every case of admission to hospitals other than the preferred three (3) hospitals, the Contractor's Statewide Medical Director shall contact the TDOC Chief

Medical Officer or designee on a daily basis regarding the status of the inmate and an anticipated date of transfer. The Contractor shall also provide a point of contact for the TDOC Assistant Commissioner of Clinical Services or designee and TDOC Chief Medical Officer at the hospital for use if the TDOC Assistant Commissioner of Clinical Services or TDOC Chief Medical Officer or designee desires to make direct contact.

c. Monthly Operating Report. Within sixty (60) days of the Contract Effective Date, the Contractor shall work with the State to design a monthly reporting template which shall allow the State to gauge the status of Contractor's operations at each State Facility ("Monthly Operating Report"). Beginning in the third month of the Contract, the Contractor shall provide the Monthly Operating Report for each month of the Contract Term that delineates the status of operations occurring in the prior month. At a minimum, the Monthly Operating Report shall include utilization review, infectious disease and chronic disease statistics, staffing levels, including shortfalls and unfilled positions, ancillary statistics, hospital or emergency services statistics, telemedicine statistics, incident reports, pharmacy statistics, committee reports, and all other monthly reporting requirements delineated under this Contract or required by applicable law or policy. The Monthly Operating Report shall be due on or before the eighth business day of the following month and shall identify successes and potential problems and resolutions. The Contractor shall also prepare any ad hoc reports requested by the State.

d. Annual Report. Each one-year anniversary of the Contract Effective Date, the Contractor shall complete and present an annual report of utilization statistics and a narrative summary delineating accomplishment, barriers to improvement, and recommendations.

e. Litigation Support. The Contractor shall cooperate fully with the State in all matters of litigation arising from the Contractor's delivery of services. The Contractor shall furnish all evidence, whether factual or expert testimony, requested by the State in connection with inmate litigation. The Contactor shall notify the State whenever an agent, affiliate, subcontractor, or any other person performing services under this Contract is asked to testify or provide an expert opinion or evidence in connection with any litigation involving the State, its staff, or any inmate.

f. Inmate Co-Pay. The State has instituted an inmate co-pay systemfor inmate health care, which is payable to the State by the inmate. The Contractor shall comply with the reporting standards of TDOC Policy #113.15, as may be amended.

g. Pre-Release Planning and Transitional Services. The Contractor shall be responsible for assisting in the coordination of clinical services for inmates' pre-release planning in accordance with applicable State policy. The Contractor shall provide clinical case managers ("Contractor's Clinical Case Managers") at each facility to complete re-entry planning services for all inmate patients with chronic general medical health or chronic mental health diagnoses and needs. The Clinical Case Manager's responsibilities are set forth in TDOC Policy #113.23, as may be amended, and the State Clinical Case Management Guidelines. The Contractor's Clinical Case Managers shall identify community resources to access health care services. The Contractor's Clinical Case Managers shall assist in completing the applications to resources such as but not limited to, Medicare, TennCare, Supplemental Security Income (SSI), and Social Security Disability Insurance (SSDI). The Contractor's Clinical Case Managers shall confirm initial appointments with medical clinics and mental health providers in the community in preparation for re-entry.

The Contractor is responsible for issuing inmates a 30-day supply of medications and a prescription for a 30-day supply dispensed at the inmate's expense, upon their release unless contraindicated clinically. The Contractor shall comply with the State's medication policies, as may be amended.

Contractor shall coordinate re-entry efforts at each State Facility with the associate warden of treatment and the chief counselor.

In the event the State Facility accepts an Invitee due to the level of care required by the inmate, the Contractor shall continue responsibility of the care of the inmate until such inmate is formally released from the State facility.

A.20. STATE CONTRACT MONITORING. The Contractor shall meet the performance measures listed in Attachment Three of this Contract. The State shall provide State Contract Monitors to ensure that Contractor is in compliance with the terms and conditions of this Contract. The Contractor shall cooperate fully with all monitoring activity and shall provide the State Contract Monitors full access to all clinical and corporate files including personnel records, payroll records, licensure certification, employee evaluations, Physician billing, hospital or other outside invoices, or any other contract entered into by the Contractor for purposes of carrying out the requirements of this Contract.

a. The State Contract Monitors shall have rights to include but not be limited to the following in conjunction with monitoring activities to ensure Contract compliance:

1. Reviewing of service levels, quality of care, and administrative practices as specified in the Contract;
2. Reporting on a monthly basis to the TDOC Assistant Commissioner of Clinical Services or designee, and the TDOC Chief Medical Officer to address contractual issues;
3. Assisting in the development of necessary amendments to this Contract for approval by the TDOC Assistant Commissioner of Clinical Services or designee;
4. Reviewing the Contactor's documentation to ensure compliance with this Contract;
5. Reviewing Contactor's staff work schedules, time sheets, personnel records, and wage forms to ensure compliance with staffing levels or other requirements of this Contract;
6. Reviewing of all files, records, and reports pertinent to the provision of inmate healthcare;
7. Reviewing of medical billings to determine appropriateness to contractual specifications and cost effectiveness to the State;
8. Conducting site visits, interviews, and inspections, as required, to provide a healthservices program; and
9. Reporting Contract non-compliance to the Contractor.

b. To ensure that the quality and timely delivery of services are in compliance with this Contract and the State's policies and other organizational standards in the provision of health care, the State Contract Monitors shall operate independently of the Contractor. The State Contract Monitors shall be directly accountable to the State. The State Contract Monitors will develop reports based on audit results and supply those to both the State and Contractor. Based on these reports, the State may require that the Contractor take specified corrective action and assess damages in accordance with Attachment Three.

c. Additional inspections shall be conducted at least annually to ensure that all federal, state, and accrediting standards are met, and that the Contractor is in full compliance with this Contract. Any additional inspection that results in less than a 95% compliance rate shall be subject to liquidated damages in accordance with Attachment Three.

A.21. COST SAVINGS. The State reserves the right to access any programs under applicable state or federal law that result in healthcare costs savings to the State. Changes to this Contract as a result of these cost savings initiatives shall be made by written amendment to this Contract.

A.22. EMPLOYEE TRANSITION PROCESS.

a. There are currently State employees who meet the professional qualifications as delineated in the approved minimum staffing requirements, Attachment Four, and whose positions appear in Attachment Five. The Contractor shall offer the State employees listed in Attachment Five a position as an employee of the Contractor. State employees shall be offered at least 120% of the employees' current base State salary. Contractor shall offer these State employees the Contractor's standard benefits package For the initial one hundred and twenty (120) days of employment with the Contractor, these State employees may only be terminated for cause.

b. Contractor shall assume the positions on Attachment Five**,** at a rate of 120% of these State employees' salaries plus the rate of Contractor benefits. In the event there are any positions covered by an Educational Reimbursement Contract between the State employee and the State, these positions shall remain State positions until the contractual obligation is fulfilled.

c. State staff may choose to remain as employees of the State or transfer to another State position. If they choose to remain a State employee, the reduction in invoice shall be implemented as outlined in Section C.3.e. of the Contract.

d. Those State employees who choose to remain with State shall continue to provide health services consistent with the services provided by Contractor under this Contract. The associate warden of treatment, or designee, at each State Facility shall provide administrative supervision and participate in the annual evaluation process of these State employees.

e. Upon award of the Contract, all vacant State health positions will be designated contract positions. Any State position that is vacated for any reason will be designated as a contract position immediately.

A.23. REPORTS. The Contractor shall submit the following reports:

a. A monthly electronic report summarizing the month-to-date and year-to-date inmate, family or third-party complaints, grievances and other inquiries regarding any aspect of the health care and any resolutions and status of the resolution.

b. A quarterly electronic report for hospital services that details billed and paid claim payments.

c. An emergency room report detailing the date of the emergency room visit and hospital admission, inmate name, inmate TDOC ID number, inmate's health or mental health status, estimated date of discharge and any other pertinent information. The Emergency Room report shall be distributed via e-mail to the State Facility warden, State Facility associate warden of treatment, Health Services Administrator, TDOC Assistant Commissioner of Clinical Services, and TDOC Chief Medical Officer on a weekly basis.

d. A monthly medication report, or on an ad-hoc basis as requested by the State, that details medication requests and the medications that were delivered and received by inmates at each State Facility. The Clinical Pharmacist shall provide notations and explanations for medications that were requested but were not delivered and received by an inmate at a State Facility. The medication error report shall be provided to the State detailing the month-to-date and year-to-date medication errors at each State Facility.

e. A tracking system and daily telemedicine report, excluding weekends, detailing telemedicine events, including consultation requests and completions. The tracking system shall be provided to the TDOC Assistant Commissioner of Clinical Services or designee by the Contractor after receiving written approval from the State. The tracking system shall permit the State to access and look up telemedicine events.

f. A utilization management and review services report on a monthly, quarterly and annual basis required by this subsection shall be provided in an electronic format to the State and shall, at a minimum, provide aggregate and individualized reports by physician, inmate, service type, and State Facility. The Contractor shall use appropriate coding for inpatient hospital reporting (for example, DRG, ICD-9, and CM). The Contractor shall provide the following and any other reports requested by the State:

1. State daily inpatient census with key data elements, including the IDPM.

2. Inpatient days per month by diagnosis and ADC and ALOS.

3. Diagnostic code by facility and by provider.

4. Outliers, variance/variability.

5. Specialty care services consultations with key data elements.

6. Telemedicine consultations with key data elements. These elements shall include but not be limited to the following:

a) The total number of referrals and the number of specialty referrals that are appropriate for telehealth referral. These shall be reported by specialty.

b) Number of referrals completed by alternative treatment plan.

c) Number of initiated tele-health referrals.

d) Number of consultations completed by off-site visit.

e) Number of completed telehealth referrals resulting in avoidance of transportation, both direct and indirect.

f) Number of AMAs (as defined in section A.2.):

g) Number of telehealth referrals closed at the patients' request.

h) Number of referrals cancelled or closed for any reason other than previously described. Each incident shall indicate reason such as: cancelled by provider, cancelled by transportation, or cancelled due to mechanical difficulty.

g. All radiology reports shall be typed and delivered within twenty-four (24) hours to the State Facility clinical staff in a format approved by the TDOC Chief Medical Officer. The Contractor is responsible for the provision of all other off-site diagnostic testing required under this Contract. The Contractor shall provide all on-site fluoroscopy and special studies as capabilities allow. Radiology studies shall be provided with digital imagery allowing access by designated providers in State Facilities and the TDOC Chief Medical Officer, and direct access to view the films through remote or mobile devices

Typed reports for routine studies shall be provided to the State Facility as soon as they are read or no later than twenty-four (24) hours after the image is obtained. The radiologist shall call the State Facility within twelve (12) hours with any report requiring immediate intervention.

Hard copy typed reports and films (where digital technology is not available) shall be received within twenty-four (24) hours of obtaining the image. If the State implements an electronic health record system, digital reports are required to be transmitted within twenty-four (24) hours of treatment or consultation. The Contractor is responsible for the maintenance, filing and purging of all x-ray films. The Contractor is responsible for providing all supplies required to support x-ray services.

h. In accordance with the State's policy as may be amended, the Contractor shall submit a monthly CQI report to the State CQI Coordinator in a written or electronic form acceptable to the State, by the eighth day of each month during the Term of this Contract or as otherwise directed by the State.

A.24. SUPERVISION OF INTERNS. When applicable, upon approval of the TDOC Chief Medical Officer or designee, the appropriately licensed clinician will provide supervision to internship or practicum students. Each licensed clinician can be requested by the State to supervise at least two (2) interns. The Contractor's providers shall be available for teaching purposes and providing training as requested by the State.

A.25. GENERAL REQUIREMENTS FOR BEHAVIORAL HEALTHCARE SERVICES. The Contractor shall provide the behavioral healthcare services in accordance with the terms and conditions of this Contract.

a. All behavioral healthcare services shall, at a minimum, meet the generally accepted standards of behavioral healthcare as promulgated by the National Commission on Correctional Health Care and as found at https://www.ncchc.org/standards-resources and the following:

1. All behavioral healthcare services provided shall meet accreditation standards promulgated by the American Correctional Association (ACA) as found at: http://www.aca.org/ACA_Prod_IMIS/ACA_Member/Home/ACA_Member/Home.a spx

2. All clinical activity shall be conducted in accordance with identified standards as promulgated by those of State Boards of Licensure.

3. All behavioral healthcare shall conform with any applicable federal, state and local laws, court decisions, court orders, consent agreements, and TDOC policies, whether currently existing, or as may be enacted, rendered, issued, or amended during the term of the Contract.

If any applicable TDOC policy or procedure establishes a higher standard than the national standard, then the TDOC policy and procedure shall take precedence.

b. The Contractor's service system shall provide quality behavioral healthcare services consistently across the State to ensure continuity of care.. The Contractor shall cooperate with existing TDOC Behavioral Health and medical professionals, and other contract entities, if applicable in providing behavioral healthcare services.

c. The Contractor shall evaluate and diagnose in accordance with the current Diagnostic and Statistical Manual of Mental Disorder (https://www.appi.org/products/dsm-manual-of-mental-disorders).

d. The Contractor shall consult with the Director of Behavioral Health Services and Director of Risk Mitigation and Contract Monitoring or designee, concerning the Contractor's performance under this Contract, the treatment of inmates, or in any other instance that the State finds it necessary that the Contractor act as professional consultant for the State, as required by the State, as it pertains to services and documentation for

conservatorship needs, court order psychiatric evaluation, and involuntary medication referrals.

e. The Contractor shall provide clinical recommendations and assist with the coordination of referrals of patients to Deberry Special Needs Facility, Debra K. Johnson Rehabilitation Center, or other specialized TDOC treatment units or community-based treatment providers as appropriate within the guidelines of TDOC and Clinical standards.

f. Upon expiration or early termination of this Contract, the Contractor shall cooperate with any awarded Contractor to affect an orderly and therapeutically efficient transition with both Contractors working together to ensure there is no interruption in programming, treatment or medications for those patients actively receiving care.

g. The Contractor shall provide the services of one (1) LADAC and one (1) LCSW for the purposes of the intensive treatment program unit.

h. The Contractor shall ensure that all LADACs and LCSWs provide Evidence-Based Substance Use and Abuse Treatment Services, including individual counseling for two hundred (200) medium to high-risk male inmates on protective status with co-occurring substance abuse and mental disorders. The Contractor shall provide treatment within the context of a Modified Therapeutic Community at BCCX using the Integrated Dual Disorder Treat (IDDT) model.

i. The Contractor shall provide treatment services for the inmate population including:

1. Cognitive behavioral therapy for people with co-occurring disorders;
2. Family program for people with co-occurring disorders;
3. Integrating combined therapies for people with co-occurring disorders;
4. SAMHSA anger management for substance abuse and behavioral health clients; and
5. Cognitive behavioral curriculum which targets criminogenic needs.

A.26. PSYCHIATRIC SERVICES. The Contractor shall ensure that:

a. Licensed Physicians who are board certified or eligible to practice psychiatry in the State of Tennessee shall provide psychiatric services. Under protocols approved by the supervising Psychiatrist, the Contractor may provide delivery of psychiatric services by an appropriately trained and credentialed APN. The Contractor shall ensure that the Contractor Health Services Administrator and Contractor Behavioral Health Administrators have a copy of the protocol and signed agreement between the Psychiatrist and the APN onsite. Standards of practice shall be according to those of the community and in compliance with state and federal laws. Prior to the hiring of or contracting for the services of any Psychiatrist or APN, the Contractor shall provide the credentials of Psychiatrists and APNs, which shall be subject to the approval of the State.

b. The Contractor shall complete psychiatric evaluations and assessments as necessary and shall provide an individual treatment plan for those patients requiring psychiatric intervention to include medication. The Contractor shall ensure that the Contractor's Psychiatrists or APNs perform an initial thirty (30) day review and every thirty (30) days thereafter for inmates in restrictive housing as specified in TDOC Policy #113.84, as may be amended.

c. The Contractor shall provide a direct assessment to a patient within seventy-two (72) hours from the time a telephone order was given for cases involving behavioral health seclusion or suicide monitoring. The Contractor shall ensure that therapeutic restraints are not extended more than a total of twenty-four (24) continuous hours

without a direct assessment of the Inmate by the Psychiatrist or APN as referenced in TDOC Policy #113.88, as may be amended. Contractor failure to complete assessments is subject to liquidated damages in accordance with Attachment Three.

d. For inmates who have not previously received psychiatric medication and are requesting services, a psychological assessment shall be conducted using the State's forms and all documentation required by this section placed in the medical record of the patient as referenced in TDOC Policies #113.50 and #113.89, as may be amended.

e. The Contractor shall review and renew medication orders, if necessary, for all prescribed medications at least every ninety (90) days. The Contractor shall ensure that all reviews of non-Physician provider records are be completed in accordance with Tennessee laws and applicable professional credentialing organizations.

f. The Contractor shall ensure that patients receiving psychotropic medications receive a direct assessment from an approved prescribing behavioral health provider on or before the ninety (90) day requirement detailed in this Contract. The Contractor shall ensure that:

1) Informed Consent Forms, CR-3766, shall be completed prior to providing an inmate psychotropic medication in accordance with TDOC Policy #113.83, as may be amended.

2) Completed Informed Consent Forms shall remain effective for one (1) year from the date of the inmate's signature, after which time a new consent form shall be signed and placed within the inmate's medical charts.

Contractor failure to ensure direct assessments are completed and documentation maintained or informed consent forms are not completed and maintained is subject to liquidated damages in accordance with Attachment Three.

g. The Contractor shall provide an appropriate level of psychiatric monitoring of patients requiring psychotropic medication intervention. The Contractor shall ensure that a supervising Physician shall personally review at least twenty percent (20%) of charts monitored or written by the mid-level provider every thirty (30) days. The Contractor shall ensure that reviews of the charts are verified in the medical record by the supervising Physician signature, date, and the period reviewed noted on the Problem Oriented Progress Record, CR-1884 (as found in TDOC Policy #113.81, as may be amended), in the health record on the plan of treatment receiving approval. The Contractor shall ensure that Psychiatrist shall personally examine all Inmates under the care of the behavioral health APN at least once every twelve (12) months, even if the inmate's case was reviewed as part of the required twenty percent (20%) supervisory case review.

h. Upon request by the TDOC Director of Behavioral Health Services and/or facility Behavioral Health Administrator, the Contractor shall assess and follow TDOC Policy #113.84, as may be amended, in TDOC contracted transition centers and/or release centers.

i. The Contractor shall develop clinical protocols for drug testing inmates on psychotropic medications. The Contractor shall submit such protocols to the TDOC Director of Behavioral Health Services or designee for review and approval no later than thirty (30) days after the Contract Effective Date.

j. The Contractor shall have an answering service in place to ensure psychiatric coverage is provided twenty-four (24) hours a day, seven (7) days a week. The Contractor shall also provide on-call answering services with a service log indicating

the date and time of notification. The Contractor shall ensure that on-site behavioral health staff or nurses shall document the date and time of the emergency call response in progress notes. Contractor failure to provide these services and maintain the appropriate documentation described herein is subject to liquidated damages in accordance with Attachment Three.

k. Inmates referred for psychiatric services shall be seen within a fourteen (14) day/time period.

A.27. PSYCHOLOGICAL SERVICES. The Contractor shall ensure that:

a. The delivery of psychological services shall be provided by Psychologists with a health service provider designation, SPEs, LCSWs, and PEs who are licensed by the State of Tennessee or who have legal reciprocity to practice in the State of Tennessee, or Contractor staff with master's degrees under the supervision of a licensed provider. A LPC with a behavioral health service provider designation can be substituted, with the approval with the TDOC Director of Behavioral Health Services. The Contractor shall ensure that standards of practice shall be in accordance with those of the community and with state and federal laws.

b. The Contractor shall complete psychological evaluations/assessments as requested and provide an individual treatment plan specific for those patients requiring psychological and/or psychotropic intervention(s). The Contractor shall ensure that assessments utilizing telepsychology technology shall be conducted by a licensed Psychologist at sites that have the capabilities and are approved by the TDOC Director of Behavioral Health Services.

c. Upon request by the TDOC Director of Behavioral Health Services and the facility Behavioral Health Administrator, the Contractor shall ensure that Psychologists shall provide special education evaluations. The Contractor may utilize an appropriate trained educator to provide the education testing portion of these services. The Contractor shall provide services shall be provided within fifteen (15) days of the original request.

d. Psychologist, SPE, LCSW, PE, or Contractor staff with master's degrees or LPC designation under the clinical supervision of a Psychologist/SPE/LCSW shall provide group therapy when indicated. Therapy groups shall be designed to target symptoms identified with the behavioral health treatment plan.

e. The Psychologist, SPE, LCSW, PE, Contractor staff with master's degrees, or LPC designation under the clinical supervision of a Psychologist, SPE, or LCSW shall provide in-cell programs to Inmates in restrictive housing or use video conferencing systems when appropriate.

f. The Psychologist, SPE, LCSW, PE, or LPC shall provide individual therapy only when indicated and, after twelve (12) individual sessions, shall present justification for continuing individual therapy in writing in a copy of the treatment plan to the facility Clinical Director. The Contractor shall ensure that every reasonable effort is made to incorporate individuals on the behavioral health caseload into group therapy.

g. The Contractor's Clinical Director at each State Facility shall review a representative sample of treatment team documentation and shall participate in the treatment team reviews as necessary.

h. The Contractor's Clinical Director at each State Facility shall provide clinical supervision and/or consultation to behavioral health staff. The Clinical Director or designee shall provide consultation on inmate-related care behavioral health issues to other staff working within the TDOC.

l. The Contractor shall complete a seventy-two (72) hour behavioral health assessment when an inmate is initially assigned to restrictive housing and every thirty (30) days thereafter while in restrictive housing, as referenced in TDOC Policy #113.84, as may be amended. The Contractor shall ensure that any inmate, outside of those receiving behavioral healthcare services, who has been placed in disciplinary segregation or administrative segregation, protective custody, pending investigation, or safekeeper status receives a clinical assessment within seven (7) working days of placement in order to assess for contraindications to segregation status. Contractor failure to complete and maintain documentation of assessments is subject to liquidated damages in accordance with Attachment Three.

m. The Contractor shall ensure a Licensed Independent Mental Health Progessional (LIMHP) interviews all inmates placed in segregation within thirty (30) days of initial placement. The Contractor shall ensure a licensed behavioral health professional screens inmates placed in segregation every thirty (30) days after the initial interview. The Contractor shall maintain documentation of all interviews and screenings with the timeframes described on Mental Health Screening Report, CR-2629. Contractor failure to conduct screenings or maintain documentation is subject to liquidated damages in accordance with Attachment Three.

n. Upon request by the TDOC Director of Behavioral Health Services and/or facility Behavioral Health Administrator, the Contractor shall provide or assist in providing training to other facility staff that including, but not limited to, the following:

1) Early detection of potential behavioral health problems, such as signs and symptoms of mental illness, intellectual disorders, developmental disorders, and substance disorders;

2) Crisis intervention/suicide prevention services may be provided in written format, audio/ visual presentation, role-play, teleconferencing, etc.; and

3) The Psychologist, Psychiatrist and/or APN shall participate in the performance Quality Improvement Review (QIR) process which is to be completed within fourteen (14) days following a completed suicide or clinically justified suicidal gesture/attempt. The Contractor shall forward copies of all QIRs to the TDOC Director of Behavioral Health. Contractor failure to conduct QIRs is subject to liquidated damages in accordance with Attachment Three.

o. The Contractor shall facilitate out-of-cell programming and/or group therapy to inmates in restrictive housing and restrictive housing step-down units that have been clinically indicated or requested by the TDOC Director of Behavioral Health Services.

p. Routine patient referred to the attending Psychologist shall be seen within a fourteen (14) day-time period.

A.28. <u>BEHAVIORAL HEALTH PROGRAM SUPPORT.</u>

A The Contractor shall be responsible for providing behavioral healthcare services at the eleven (11) State managed facilities. The Contractor shall be responsible for providing a Medication Assisted Treatment program, with both medical and behavioral health support, at all eleven (11) State managed facilities, including but not limited to, continuity of care, induction, and withdrawal management in addition to the MAT/WMU program as described in Section A.55. Staffing required for the MAT program at all sites and the MAT/WMU program can be found in Attachment Four.

B Sex Offender Treatment Program.

1. The Contractor shall provide a Sex Offender Treatment Program that is a clinically-based modality that consists of utilizing a cognitive behavioral approach that address dysfunctional core beliefs as well as current throughts tha promote maladaptive behavior. This approach must include a strong relapse prevention focus through a variety of cognitive, behavioral, and social skill training tools for assuming responsibility for the behavior. The focus of relapse prevention is learning to identify the factors that increase the risk of sexual offending and developing adaptive coping skills for minimizing or eliminating these risks. The Program shall be provided in accordance with TDOC Policies and unit manuals, as may revised.

2. The Program must accommodate the following requirements as a minimum standard:

   i. Five (5) distinct phases of treatment leading up to release in the community. The five (5) phases shall consist of:

      - An orientation, evaluation, and treatment phase. Recommended time in this phase is 2-4 weeks.
      - A pre-treatment phase that prepares the inmate for Sex Offender Treatment. Recommended time in this phase is six (6) months.
      - A primary treatment phase. Recommended time in this phase is 12-18 months.
      - An advanced treatment phase that offers and advanced mastery of skills and/or assistance with prior trauma experiences. Recommended time in this phase is 6-12 months.
      - A relapse prevention phase. Recommended time in this phase is six (6) months.

   ii. The primary treatment phase shall allow for four (4) distinct tracks that accommodate the following:

      - Paraphilic needs, interests, arousal patters attributed to those that have struggled with deviant sexual impulses.
      - Criminogenic needs such as antisocial attitudes, values, behaviors, and/or significant levels of psychopathy.
      - Non-contact or child secual abuse material offenses.
      - Those with identified learning disabilities or considerable deficits in cognitive or intellectual functioning.
      - All intervention shall be evidence-based and research driven.

   iii. Each phase must have tasks and competencies related to risk management of sexual offending. The inmate must convincingly master each skill and competency before proceeding to the next phase. The recommended length of time in each phase may vary dependent on the inmate.

   iv. Each day in the Program will consist of three (3) hours of group therapy, per inmate. The remainder of the day shall be utilized for individual sessions, treatment plan reviews, testing, homework, and/or supplemental groups depending on the treatment plan.

   v. Supplement groups may also include substance abuse, domestic violence, and/or anger management.

vi. The clinical group therapy will be structured as follows: Three (3) days per week will consist of structured skills training, psychoeducational material, sexual reconditioning, and treatment modules. Two (2) days per week will be group sessions that focus on clinical comprehension of skills and integration of pro-social behavior.

vii. Evening hours are for recreation, group activities, religious activities, etc. as allow by the facility.

viii. The Program must include weekly group and therapeutic community meetings.

ix. Clinical groups will consist of no more than sixteen (16) participants, per two (2) clinical licensed staff.

3. The sex offender risk evaluation, or psychoeducational evaluation, must meet the following standards:

i. A comprehensive clinical psychosexual evaluation (PSE) that identifies the inmate's pattern of offender behavior as well as the presence of any dynamic and static risk factors supported by the literature to be associated with both sexual and general risk to reoffend.

ii. A complete social and sexual history which includes childhood development, negative peer influences, emotional and sexual sel-regulation, attitudes and distortions, intimacy deficits, and any other dynamic variables associated with the risk to reoffend, including prior substance abuse and/or mental health concerns. An emphasis must be placed on developing a complete understanding of the inmate's prior interpersonal relationships beginning in childhood and how these interpersonal connections were managed through adulthood.

iii. Specialized sex offender testing such as scales and inventories that measure the inmate's level of cognitive distortions, attitudes supporting sexual offending, and level of sexual interest. Scales and inventories are enhancements to the evaluation, but focus shall be placed on a comprehensive clinical interview and background of the inmate.

iv. An objective measure such as a visual interest screening to determine deviant sexual arousal patterns.

v. Testing that is not relevant to specific risk of sexual reoffense such as personality and psychological testing shall only be completed when the evaluator sees a particular need for that level of testing.

C. The Contractor shall provide any additional equipment or furnishings necessary to perform all of the services required by this Section, such as treatment program curricula, psychological test materials, recreational supplies, and upgrades to phone/computer systems as referenced in TDOC Policy #113.02, as may be amended.

D. Upon request, the Contractor shall provide technical assistance to the Director of Behavioral Health Services or designee or field personnel in developing the following programs: telepsychiatry, treatment for self-injurious behavior, behavior modification, sex offender treatment, trauma-informed care, unit-based programs for the seriously mentally ill, and any other programs deemed necessary by TDOC for the behavioral healthcare of

inmates. Additionally, the Contractor shall perform staffing evaluations and oversight of suicide watch, ideation, prevention, and responses to attempts at all eleven (11) State managed facilties.

E. During initial classification or reclassification, a Mental Health Intake Appraisal and Evaluation, CR-4180, shall be completed by a LIMHP. The initial Mental Health Intake and Appraisal and Evaluation, CR-4180, shall be completed on those inmates who have received prior mental health treatment in the facility or whose treatment has been discontinued and there is no access to the most recent evaluation. Routine behavioral health referrals shall require an evaluation be completed within 14 days of the time the inmate has been identified as requiring a behavioral health intervention and the referrals has been received. All evaluations shall be completed in accordance with TDOC Policies #113.83 and #113.84, as may be amended.

A.29. TELEPSYCHIATRY**.**

a. The Contractor shall maximize the use of telepsychiatry videoconferencing equipment to reduce the need for off-site consultations in scenarios where doing so does not impede the level of care. The Contractor shall ensure that telepsychiatry is available for the delivery of psychiatric services when on-site psychiatric services are not available. The Contractor shall ensure that telepsychiatry videoconferencing equipment shall meet the standards promulgated by the American Telemedicine Association (https://www.americantelemed.org/), utilize IP Transport, and fully interact with TDOC's current videoconferencing systems. Contractor failure to provide telepsychiatry services and maintain required documentation of such services is subject to liquidated damages in Accordance with Attachment Three.

b. The Contractor shall be responsible for all costs incurred on any additional equipment or additional phone lines installed by the Contractor required for telepsychiatry and equipment, such as scanners and/or facsimile for the transmission of required documentation for telepsychiatry services. Additional equipment, software, or phones lines for telepsychiatry services must be authorized by the State prior to installation. Such authorization will include a security review. The Contractor shall be responsible for the maintenance of any additional equipment.

A.30. BEHAVIORAL HEALTH COVERAGE**.** The Contractor shall provide accessibility for twenty-four (24) hours per day, seven (7) days per week per calendar year, for emergency consultation with the behavioral health and medical staff. Such availability may be by telephone unless circumstances necessitate on-site delivery. The Contractor shall ensure that behavioral health staff are available and staffed for weekend and evening shifts at the discretion of Director of Behavioral Health. The Contractor shall comply with all TDOC Policies including, but not limited to, #113.80, #113.82, and #113.87, as may amended, related to the response to emergency calls. The Contractor shall ensure that Psychiatrists, APNs, or licensed Psychologists respond to emergency calls within a thirty (30) minute time period. Contractor failure to ensure emergency calls are responded to within this timeframe are subject to liquidated damages in accordance with Attachment Three.

A.31 BEHAVIORAL HEALTH NURSE COVERAGE. The Contractor shall ensure that behavioral healthcare nursing staff are dedicated to the care and delivery of behavioral healthcare services and are not reassigned or diverted to routine patient care, except in temporary or emergency situations, as defined by the Associate Warden of Treatment or designee. The Contractor shall include triage of behavioral health sick call, drawing labs, checking vitals and other requests made by the Physician or Mid-Level Providers, and respond to behavioral health referrals. The Contractor shall ensure that the behavioral health nurse administers involuntary psychotropic medications, ensure that medication is crushed in accordance with TDOC Policy #113.71, as may amended, track medication compliance, and ensure medication orders are submitted timely. The Contractor shall ensure that the behavioral healthcare nurse is the liaison between providers and conservators communicating with on-site and on-call psychiatry and assess the need for suicide

precaution/mental health seclusion. The Contractor shall ensure that the behavioral healthcare nurse is responsible for conducting general wellness groups, hygiene groups, attend weekly treatment team meetings, and conduct psychoeducational medication groups. The Contractor shall ensure that the behavioral healthcare nurse completes suicide precaution/behavioral health seclusion rounds daily, complete the behavioral health Seclusion/Suicide/Restraint Authorization CR-3082 form as referenced in TDOC Policy #113.81, as may be amended, and enter behavioral health data into OMS. Contractor failure to complete these services and maintain documentation are subject to liquidated damages in accordance with Attachment Three.

A.32. PHYSICIAN/APN COVERAGE WITH SPECIALIZED TRAINING IN PSYCHIATRY. The Contractor shall provide on-site Physician coverage as specified in the approved minimum staffing requirements, Attachment Four, and provide supervision of APN and Mid-Level Providers and consultation to nursing staff. The Contractor shall ensure that the Physician/APN coverage includes psychiatric services for inmates in crisis stabilization units or cells. The Contractor shall provide an on-call Physician and/or APN to ensure twenty-four (24) hour, seven (7) days per week, emergency coverage with telephone response being required within thirty (30) minutes of a notification call from each Facility. The Contractor shall ensure that a Physician, APN or licensed Psychologist determines whether his/her presence is required, give verbal orders and a treatment plan to nursing staff, and provide on-site treatments for crisis intervention required on a twenty-four (24) hour basis.

A.33. NURSING PROTOCOLS. The Contractor shall submit nursing protocols to the TDOC Director of Behavioral Health Services or designee for written approval by the TDOC Chief Medical Officer within the first thirty (30) days of the Contract Effective Date and annually thereafter. The Contractor shall ensure that all nursing protocols are consistent with TDOC nursing protocols, as may be amended. The Contractor shall obtain the written approval of the TDOC Chief Medical Officer prior to the implementation of any nursing protocols or changes thereto.

A.34. CLINICAL SUPERVISION. The Contractor's licensed staff shall supervise all non-licensed providers in accordance with the Tennessee Health Related Boards rules and regulations. https://www.tn.gov/health/health-program-areas/health-professional-boards.html

A.35. SUPERVISION OF INTERNS. When applicable, upon approval of the TDOC Director of Behavioral Health Services or designee, the Contractor shall provide an appropriately licensed contract clinician to provide supervision to internship or practicum students. The Contractor shall, at the State's discretion, require that each Psychologist or other licensed clinician provided by the Contractor supervises at least two (2) interns. The Contractor shall ensure that its providers shall be available for teaching purposes and providing training as requested by the State.

A.36. DOCUMENTATION. The Contractor's staff shall complete each inmate's medical record with appropriate legible entries in the SOAP format using only standard forms approved by TDOC. The Contractor shall obtain the specific approval by the TDOC Director of Behavioral Health Services or designee before placing all non-standard forms in the record.

The Contractor shall record the current behavioral health diagnosis for the patient on Form CR-1894, Major Medical Conditions Problems List. Contractor failure to ensure these forms are completed are subject to liquidated damages in accordance with Attachment Three.

A.37. SECURITY CONSIDERATIONS**.** The Contractor shall adhere to all security policies included in TDOC Policy #506.21, as may be amnded. The Contractor shall work with security staff to develop alternatives when particular clinical orders cause particular security concerns with the facility.

A.38. SCHEDULING OF SERVICES**.** In consultation with the Case Management Coordinator, the Contractor shall ensure that the Behavioral Health Administrator and/or designee at each TDOC site coordinates all inmate behavioral health appointments with the affected facilities and Central Transportation. The Contractor shall provide to the TDOC Central Office, Central Transportation, and affected facility/facilities an electronic weekly schedule of all inmates' behavioral health trips no later than Friday of the preceding week. The schedule shall include the inmate's name, TDOC number, type of movement, temporary or permanent, and location of the move.

A.39. RESPONSES TO GRIEVANCES**.** The Contractor shall provide the State with assistance for the response to inmate complaints and other inquiries regarding any aspect of the behavioral healthcare delivery system. The Contractor shall designate a regional staff member to serve as its liaison in addressing inmate complaints and correspondence concerning behavioral healthcare services associated with the Contractor's service and/or providers. The Contractor shall, within the timeframe specified by the request, provide timely written responses to all requests regarding grievances, family/inmate complaints and third-party complaints regarding the delivery of behavioral healthcare services. The Contractor shall provide a monthly electronic report to the State summarizing the month-to-date and year-to-date inquiries, resolutions and status of the resolutions. The Contractor shall ensure that:

a. Complaints regarding the plan of treatment are subject to review by the TDOC Director of Behavioral Health Services or such other Physician authority designated in accordance with the circumstances of the disputed care. Based upon such clinical review, the State reserves the right to direct the provision of care in disputed cases, and in such event, the Contractor shall comply with the State's directive for behavioral healthcare.

b. For any matter of litigation arising from the delivery of behavioral healthcare services pursuant to this contract, upon request by the State, the Contractor shall provide all information, consultation, case review, and related documentation that the State is seeking in review of such claims. The Contractor shall furnish all such information within such reasonable timeframe as the State shall specify in making a request pursuant to this part.

A.40. LEADERSHIP STRUCTURE. At the facility, the Contractor's clinicians, and Clinical Director shall administratively report to the Behavioral Health Administrator. Leadership at each facility shall consist of a Behavioral Health Administrator and a Clinical Director. The Contractor shall ensure that the Clinical Director is responsible for the type and quality of clinical services/programming being provided by his/her behavioral health staff.

A.41. QUALITY IMPROVEMENT**.** The Contractor shall comply with the State's quality improvement initiatives in accordance with TDOC Policy #113.09, as may be amended. The Contractor shall provide the State with a plan for developing a quality improvement program which outlines the reporting mechanisms which shall support quality improvement initiatives.

a. The Contractor shall monitor and measure various clinical, and when applicable, programmatic behavioral health outcomes.

b. The Contractor shall abide by the following schedule for the development, standardization, and reporting requirements of the outcome measures:

1) Ninety (90) days after Contract Effective Date: The Contractor shall propose in writing to the TDOC Director of Behavioral Health Services the standardized outcome measures to be utilized statewide.

2) One hundred and twenty (120) days after Contract Effective Date: The Contractor shall have developed, in consultation with the TDOC Director of Behavioral Health Services and TDOC Director of Risk Mitigation and Contract Monitoring/designee, drafted standardization performance measurement instruments that can be used statewide. The instruments may vary based upon the treatment mission and geographical location, including inpatient special needs, facility, but the instruments must be universal enough in spite of being unit or facility specific to yield meaningful aggregate information from all State Facilities. A reasonable reporting schedule for service outcome data shall be determined by the State within four (4) months of the Contract Effective Date, based upon the type of service being measured (but not less often than semi- annually).

c. The Contractor shall prepare a report to the TDOC Director of Behavioral Health Services and TDOC Director of Risk Mitigation and Contract Monitoring/designee detailing the results of any approved and functional performance/outcome measures. The Contractor shall provide the report to the State in either an electronic or paper format, as directed by the State. The Contractor shall provide the report for as service delivery comparisons including, but not limited to, effectiveness of service delivery.

d. Upon approved written consent, the Contractor shall conduct or participate in the development of research studies in conjunction with State and/or any other professional entity deemed appropriate by the State.

e. The Contractor shall actively attend all meetings for the State's quality improvement program as it relates to behavioral healthcare delivery as well as participate in and contribute to any post-meeting work efforts. The Contractor shall have in a place a Quality Improvement Coordinator (QIC), who shall work full time in Central Office under the direction of the TDOC Director of Behavioral Health Services. The Contractor shall ensure that the QIC is involved in the ongoing development of quality improvement indicators and studies to develop, implement and oversee clinical guidelines, services, and practices to enhance quality and support continuity of care throughout the TDOC. The Contractor shall ensure that the QIC participates in the Statewide Quality Improvement Committee as a member and assists in the education and participation of institutional and contract staff in CQI Program. The Contractor shall ensure that the QIC obtains approval of the Statewide CQI Committee. The Contractor shall ensure that the QIC obtains prior written approval of all CQI studies from the Statewide CQI Committee.

f. Peer Review: The Contractor and the State shall conduct an annual review all of the work of all licensed behavioral health providers at least every two (2) years. The Contractor shall have a peer review program that is approved in writing by the TDOC Director of Behavioral Health Services for the approval of the Statewide CQI Committee within sixty (60) days of the Contract Effective Date and annually thereafter, no later than January 1 of each calendar year. The Contractor shall ensure that the program meets or exceeds the requirements detailed in the applicable TDOC Policy #113 series, as may be amended and ACA standards. The Contractor shall notify the State of all peer review actions and results of the peer review shall be shared with the State's Peer Review Chairperson and TDOC Director of Behavioral Health Services. Contractor failure to ensure peer reviews are completed are subject to liquidated damages in accordance with Attachment Three.

g. The Contractor shall not publish any outcomes based on data obtained from the operation of this Contract without prior written consent of TDOC.

A.42. <u>STATE CONTRACT MONITORING</u>**.**

a. The Contractor shall meet the performance measures listed in Attachment Three. The Contractor's activities shall be subject to monitoring and evaluation by contract monitors. The Contractor shall cooperate fully with the contract monitors and shall ensure that the contract monitor(s) have full access to all corporate files including personnel records, payroll records, licensure certification, employee evaluations, or any other contract entered into by the Contractor for purposes of carrying out the requirements of the Contract.

b. The Contractor shall adhere to the specific performance measures outlined in Attachment Three. The State reserves the right to expand or create performance measures for the Contractor. The Contractor shall comply, within thirty (30) days, with any performance measures.

c. In the event that the State has notified the Contractor in writing of a performance deficiency, the Contractor shall submit a plan of corrective action to the State within the time frame designated in TDOC Policy #205.02, as may be amended.

d. Additional inspections shall be conducted at least annually to ensure that all federal, state, and accrediting standards are met, and that the Contractor is in full compliance with this Contract. Any additional inspection that results in less than a 95% compliance rate shall be subject to liquidated damages in accordance with Attachment Three.

e. ACA Accreditation. The State and the Contractor shall use mock assessments or partial mock assessments prior to on-site ACA accreditation assessments being conducted to determine compliance and identify any deficiencies. Any ACA Accreditation Audit that results in a loss of accreditation due to findings within the health services departments shall be subject to liquidated damages in accordance with Attachment Three.

A.43. REENTRY AND BEHAVIORAL HEALTH TRANSITIONAL SERVICES. The Contractor shall assist in the coordination of behavioral healthcare services for inmates' pre-release planning in accordance with TDOC Policy, as may be amended. In addition, the Contractor is responsible for issuing inmates the balance of their medications upon their release. The Contractor shall ensure that the supply is a minimum of sixty (60) days. In addition to the sixty (60) day supply of medication upon release, the provider shall also write a prescription for an additional thirty (30) days beyond the time frame covered by discharged medications. The Contractor shall begin developing reentry plans at least eighteen (18) months from the date of the inmate's release. Contactor failure to complete pre-release planning or reentry plans are subject to liquidated damages in accordance with Attachment Three.

A.44. LITIGATION. The Contractor shall cooperate fully with the State in all matters of litigation arising from the Contractor's delivery of behavioral healthcare services pursuant to this Contract. The Contractor shall be required to furnish all evidence and to provide all general and expert testimony requested by the State in connection with Inmate litigation at no additional cost to the State. The Contractor shall notify the State whenever an agent, affiliate, independent subcontractor, or any person performing services under this Contract is asked to testify or provide an opinion or evidence in any litigation involving TDOC, its employees, or any inmate.

A.45. CONTRACT MANAGEMENT. The Contractor shall retain, at a minimum, the following personnel onsite in Tennessee to coordinate and manage the scope of services of this contract. The Contractor shall ensure that the Administrator, Clinical Director, and Psychiatric Director are the point of contact for the TDOC Director of Behavioral Health Services and/or designee for all contract related issues, scheduled meetings, and responses to requests for information as needed.

a. Administrator. The Contractor shall designate an Administrator as the primary point of contact for the State. The Contractor shall ensure that its employee is located within the State of Tennessee with the overall Contractor administrative responsibility for this contract. The Contractor shall provide candidates for the Administrator position to the TDOC Director of Behavioral Health Services or designee for interview and approval prior to hire. The Contractor shall ensure that candidates for the position of Administrator are licensed and possess a master's level degree or above in behavioral health or business administration, have a minimum of two (2) years of criminal justice experience or behavioral health experience within a correctional Facility, and have a minimum of three (3) years of increasing management responsibility and experience. The Contractor shall ensure that the Administrator is available to consult and coordinate daily operations of service delivery with the State's Director of Behavioral Health Services and/or designated State officials. In the event the Administrator is absent or on leave, the Contractor shall notify TDOC of any Contractor employee temporarily assuming responsibility for the job duties of the Administrator. The Contractor shall also

identify how long the substitute Administrator is expected to temporarily perform such duties until the Administrator returns.

b. Clinical Director. The Clinical Director shall have designated clinical duties – direct involvement in inmate behavioral health treatment and care -- as well as administrative time adequate to meet the requirements of the State. The Clinical Director shall be responsible for communication of clinical information from TDOC to contract employees. The TDOC Director of Behavioral Health Services may request that the Clinical Director work in Central Office.

c. Psychiatric Director. The Contractor shall designate a Psychiatric Director who shall be a board-certified Psychiatrist in the State of Tennessee and has experience managing psychiatric aspects of clinical behavioral health operations. The Contractor shall ensure that the Psychiatric Director works under the direct oversight of the TDOC Director of Behavioral Health Services and shall serve as the psychiatric liaison for the Contractor to the TDOC Medical and Behavioral Health Services Directors. The Contractor shall ensure that the Psychiatric Director has designated clinical duties as well as administrative time adequate to meet the needs of the State, such as preparing reports, keeping records, attending meetings, and consulting in addition to actual treatment and oversight duties. The Contractor shall ensure that the Psychiatric Director is responsible for communication of clinical information from TDOC to contract psychiatric providers and shall work in Central Office, as requested by the TDOC Director of Behavioral Health Services. The Contractor shall ensure that the Psychiatric Director is responsible for developing protocols to ensure the appropriate use of psychotropics within a larger behavioral health approach as promulgated by the National Commission on Correctional Healthcare and the American Correctional Association to addressing inmates' behavioral health needs.

d. Case Management Coordinator. The Contractor shall designate a full-time Case Management Coordinator (CMC) who shall be assigned to work in the Central Office. The Contractor shall ensure that the CMC works under the direction of the TDOC Director of Behavioral Health Services and shall serve as the coordinator for behavioral health case management throughout TDOC in conjunction with institution case managers. The Contractor shall ensure that the CMC is responsible for coordination of transitional services for those individuals who are leaving TDOC custody are in need of behavioral health services upon release.

e. Addiction Treatment and Recovery Services Coordinator. The Contractor shall designate a full- time LADAC with a qualified clinical supervisor endorsement to be the Addiction Treatment and Recovery Services Coordinator. The Contractor shall ensure that the LADAC delivers all substance use disorder treatment services in a timely manner consistent with generally accepted standards of care as promulgated by the National Commission on Correctional Healthcare and the American Correctional Association with a primary objective of improving outcome measures. The Contractor shall ensure that the LADAC visits all TDOC facilities and to communicate any issues related to the delivery of substance use disorder treatment to the TDOC Director of Behavioral Health Services' designee, TDOC Director of Addiction Treatment and Recovery Services and TDOC Director of Risk Mitigation and Contract Monitoring.

f. The Contractor shall ensure that the Addiction Treatment and Recovery Services Coordinator shall review clinical needs of inmates and specialty consultation information as determined by and in conjunction with the TDOC Director of Behavioral Health Services' designee, which may include a daily discussion of the status of program, contract compliance with review, approval, denial, or alternative treatment recommendations for other specialty programs by institutional program managers. The TDOC Director of Addiction Treatment and Recovery Services shall

have oversight over the Addiction Treatment and Recovery Services Coordinator's duties and responsibilities.

g. Continuous Quality Improvement (CQI) Coordinator. The Contractor shall designate a full-time CQI Coordinator who shall be responsible for developing and implementing a behavioral health Continuous Quality Improvement Program. The Contractor shall ensure that the CQI Coordinator shall visit all TDOC facilities and communicate any issues related to behavioral health continuous quality improvement to the TDOC Director of Behavioral Health Services or designee. The CQI Coordinator shall assist in the development of clinical guidelines and enhance the quality of the State's behavioral health operations.

The CQI Coordinator shall work in Central Office and monitor the CQI program to ensure compliance with ACA Standards and TDOC Policy #113.09, as may be amended. The CQI Coordinator shall collect, analyze, and report data for any programs identified by TDOC Director of Behavioral Health Services.

h. Clerical Staff. The Contractor shall have adequate clerical staff to carry out the functions detailed in this Contract.

i. Certified Peer Recovery Specialist Trainer. The Contractor shall designate two full-time Certified Peer Recovery Specialist (CPRS) trainers to provide training and support to the Certified Peer Recovery Specialists in State Facilities The Contractor shall ensure that:

1. CPRS trainers shall be Certified Peer Recovery Specialists themselves and shall also be certified by the Tennessee Department of Behavioral Health and Substance Abuse Services as CPRS trainers that can teach the required forty (40) hour training to become a CPRS. The CPRS trainers shall pre-screen applicants for the CPRS training, provide the CPRS training, provide on-going continuing education for all CPRS trainers within State Facilities, and shall perform all duties required to support the CPRS program in State Facilities.

2. The CPRS trainers shall serve as the point of contact for the TDOC CPRS program and shall attend scheduled meetings and respond to requests for information as needed; and

3. The CPRS shall visit all State Facilities and shall communicate any issues related to the delivery of peer recovery program to the TDOC Director of Behavioral Health Services or his/her designee.

A.46. STAFFING REQUIREMENTS**.** The Contractor shall ensure that staffing shall, at a minimum, be in accordance with the requirements outlined in Attachment Four and the staffing plans in the Contractor's RFP proposal. The Contractor shall utilize the State's approved Minimum Staffing Requirements for each facility as referenced in Attachment Four. In the event of vacant positions, the Contractor shall provide adequate coverage to meet all required services. The Contractor shall obtain State's written approval prior to any staffing plan changes during the Term of this Contract. The Contractor shall submit monthly staffing reports on or before the fifteenth (15th) of each month demonstrating the preceding month's actual staffing compared to the staffing plan for each State Facility as found in Attachment Four. If a change in circumstances calls for a modification in the staffing requirements of this Contract, the Contractor and the State shall review those changed circumstances and a formal review shall determine any changes in staffing requirements at the sole discretion of the State. The State reserves the right to remove from an facility or prohibit entry to a facility any of the Contractor's employees or subcontractors if necessary.

a. Pre-Employment Screening. The Contractor, at a minimum, shall include the following in its pre-employment review for employees or subcontractors:

1. Current licensure certification verification (if applicable); and
2. Drug testing compliance with TDOC policy #302.12, as may be amended.

b. Background Investigations. The Contractor shall not hire ex-felons or relatives of felons currently incarcerated or under probation or parole supervision in Tennessee. Prior to employment with the Contractor, the Contractor shall ensure that applicants are subjected to a thorough background investigation. The Contractor shall ensure that criminal and employment histories of its employees or subcontractors must go back a minimum of five (5) years and shall make the background investigations available to the State upon request. The Contractor shall immediately cause a criminal history request from the NCIC to be completed on each individual hired at a facility. The Contractor shall forward each request shall be forwarded to the State and processed in accordance with TDOC Policy #301.04, as may be amended. The Contractor shall ensure that in no instance may an employee of the Contractor begin work in a facility until the NCIC check has been completed; however, the employee may participate in pre-service training while the check is in process. The State will notify the Contractor whether or not the employee is cleared for further consideration of employment.

In addition to the initial background checks, the State, at its discretion, may request criminal history record checks on any of the Contractor's employees or subcontractors. If requested by the State, the Contractor shall submit copies of driver's licenses and/or social security cards to be kept on file with the State.

c. Personnel Files. The Contractor's shall store all personnel files of all subcontractors and contract employees at the Facility. The Contractor shall provide the files to the facility warden or designee.

d. Bilingual Staff. The Contractor shall make best efforts to provide staff who are bilingual. The Contractor shall provide translation services to meet the needs of the inmate population. The Contractor shall ensure that inmates shall not be utilized as translators for any reason.

e. Employee Uniforms. The Contractor shall require all of its employees to comply with the TDOC Policy #506.24 as may be amended concerning uniforms. The Contractor shall be responsible for the expense of purchasing uniforms.

f. Approval of Key Staff: The State reserves the right to approve or disapprove any individual or business entity whether it is an independent contractor or subcontractor that the Contractor seeks to utilize. The TDOC Director of Behavioral Health Services shall interview certain key prospective employees of the Contractor prior to their assignment to the contract. The Contractor shall not assign these key personnel until written approval is received from the State. The Contractor shall request and receive written approval from the State for the following employees and subcontractors prior to their assignment to perform any duties specified in this Contract: Contractor failure to obtain approval of key staff are subject to liquidated damages in accordance with Attachment Three.

1. The Contractor's personnel with overall responsibility for this Contract with the exception of clerical staff;
2. All Behavioral Health Administrators assigned to any State Facility; and
3. All licensed providers.

The Contractor shall consult the State for input and recommendations before hiring, dismissing, or changing a location of a site Behavioral Health Administrator or Clinical Director.

g. Employee Orientation and Training. The Contractor shall ensure that all its full-time employees assigned to facilities participate in the TDOC's pre-service training

program regarding State policies and procedures and security considerations as defined in TDOC Policy#110.01, as may be amended.

1. General Requirements. The Contractor shall develop and submit for the State's approval the Contractor's plan for initial orientation and training of the Contractor's staff. The Contractor shall be responsible for salaries/wages and travel expenses of its employees while in training. The State shall waive orientation for the Contractor's employees who have completed TDOC's orientation within the preceding two (2) years as TDOC employees or Contractor employees, provided they are assigned to the same institution where they currently work. Each year thereafter, the Contractor shall provide a minimum of forty (40) additional hours of job-related training for all its employees. The Contractor shall ensure that the job-related training required by this Contract is to include at least eight (8) hours of updated training on TDOC Policies.

2. Staff Training Curriculum. The Contractor shall submit a training curriculum that adheres to the requirements outlined in TDOC Policies #110.01, #110.04, #110.05, #113.80 series, #305.03, and #513.07, as may be amended, for the State's approval within sixty (60) days after the Effective Date of the Contract.

3. In-Service Training. The Contractor shall provide In-Service Training/staff development to its employees as referenced in TDOC Policy #110.05, as may be amended. The Contractor shall submit a calendar of managerial and clinical in-service topics to the State for approval in June of each year. At a minimum, the Contractor shall ensure that the in-service training provided by the Contractor shall meet the ACA standards.

4. Additional Training. The Contractor shall, as required by the TDOC Director of Behavioral Services, to conduct additional training for contracted employees on topics related to the delivery of behavioral healthcare services to an inmate population. The Contractor shall be responsible for costs associated with training, including travel, lodging, and per diem. If outside presenters are used to conduct training, the Contractor shall include any such costs in the per inmate per day rates in Section C.3.

5. Training of Other Staff. The Contractor shall develop and deliver a training program at each State Facility for all non-behavioral health staff. The Contractor shall ensure that the training program required by this Section shall consist of four (4) hours of classroom instruction annually. The training shall include, but be limited to:

    i. Crisis intervention;
    ii. Conflict de-escalation techniques; and
    iii. The use of interpersonal skills in the management of Offenders as detailed in the TDOC Policy #113.80, as may be amended.

h. Staff Vacancies. The Contractor shall obtain a replacement for any behavioral health professional that is no longer performing Services under this Contractor within thirty (30) calendar days, consistent with the terms of this Contract. Contractor failure to fill vacancies are subject to liquidated damages in accordance with Attachment Three.

i. Staff Coverage. The Contractor shall assure that adequate backup replacement coverage is in place to address the clinical needs of any State Facility in the absence of contract staff, regardless of cause for the absence. The Contractor shall ensure that individual licensed providers are on-site at each State Facility at the times specified by TDOC. The Contractor shall not deviate from any scheduled work times

for its providers, except as approved by the TDOC Director of Behavioral Health Services or designee. The Contractor shall provide a backup staffing plan for the provision of holiday and emergency deliveries. The Contractor's shall submit its backup staffing plan for approval from the State within thirty (30) days of the Contract Effective Date.

1) The Contractor shall ensure that its backup staffing plan includes adequate relief in its proposed staffing plans to ensure coverage during orientation/training, leave, and holidays. The State, at its sole option, may permit adjustments, in writing, to the Contractor's backup staffing plan.

2) The State may, at its sole option, require the Contractor to modify staffing provisions if the State determines that the provision of services is unacceptable in meeting the Clinical or program needs at any given State Facility.

j. The Contractor shall ensure that all Contract Physicians possess the required valid licensures identified in Section A.56. and current State of Tennessee licenses that allow them to practice under the scope of the law. The Contractor shall ensure that all Psychiatrists possess a valid DEA license number.

A.47. OFFENDER MAGAGEMENT SYSTEM (OMS). The Contractor shall at all times maintain the security of the OMS data and information and shall not misuse, abuse, alter or attempt to alter the data and information contained within OMS, except as it pertains to the use and data entry requirements necessary to fulfill the Contractor's obligations under the terms of this contract. The Contractor shall enter specific information, diagnostic codes, levels of service, service delivery information and any other information as requested by the TDOC Director of Behavioral Health Services or required by TDOC Policies #113.81, #113.83, #113.84, #113.87 and #113.89, as may be amended, into the State's OMS. Training and access to the equipment shall be provided by the State. Contractor failure to enter required information into the OMS is subject to liquidated damages in accordance with Attachment Three.

A.48. PHARMACEUTICAL RESPONSIBILITIES.

a. The Contractor shall be responsible for the costs of all psychiatric medications prescribed by the Contractor's Providers to include those medications prescribed for MAT or MOUD services. The State shall reimburse the Contractor for fifty percent (50%) of the cost of all psychiatric medications as further detailed in the Section C.3.

b. The Contractor shall utilize expert-based guidelines as cited in TDOC Policy #113.89, as may be amended, for the prescribing of psychiatric medications under the direction of the Contractor's Psychiatric Director. The Contractor shall submit such guidelines to the TDOC Director of Behavioral Health Services or designee for review and approval no later than thirty (30) days after the Contract Effective Date. Any future revisions shall be approved by the State prior to implementation by the Contractor.

c. Prior to or upon the start of services under this Contract, and annually thereafter in accordance with TDOC Policy Series #113, as may be amended, the Contractor shall provide a universal stock list of psychiatric medications for approval by the TDOC Pharmacy and Therapeutics Committee. The Contractor shall provide stock medications at each site and made available for administration by medical staff.

d. The Contractor shall assign a licensed healthcare professional such as a Psychiatrist, nurse or designee to participate as a member of the State's Pharmacy and Therapeutics Committee.

e. The Contractor is responsible for collaborating with and utilizing TDOC's Central Pharmacy Contractor. The Contractor shall assign a Physician as the primary liaison between the Contractor and the Central Pharmacy Contractor as it pertains to delivering services described in this Contract. The Contractor shall provide the pharmacy with a list of all prescribing providers subcontracted or employed by the Contractor for purposes of prescription approval and billing purposes within one (1) working day of the Provider's start of provision of services.

f. The Contractor shall submit a copy of the formulary to the State's Pharmacy and Therapeutics Committee for written approval prior to starting work under the Contract and then annually thereafter, no later than July 1st of each year, if any changes are made in the content of the formulary. The Contractor shall ensure that the formulary shall include an acceptable range of psychiatric medications that encompasses clinically appropriate medications including generic equivalents, when applicable. The State and Contractor, through the utilization of the Pharmacy and Therapeutics Committee, may recommend the inclusion of other medications when clinically justified. All changes to the formulary require the approval of the Pharmacy and Therapeutics Committee and must be signed by the chairperson of the committee. The Contractor shall identify the process for approval of non-formulary requests and assure that all non- formulary requests are dealt with in an expedient manner to ensure that no delay will have an adverse impact on patient outcome. The Contractor shall utilize the State's Central Pharmacy Contractor and/or pharmaceutical wholesale distribution services Contractor approved by TDOC.

A.49. SPECIAL EDUCATION PROGRAMS.

a. Northwest Correctional Complex (NWCX) and Debra K. Johnson Rehabilitation Center (DJRC) currently have special education programs.

b. Upon request of the TDOC Director of Behavioral Health Services, the Contractor shall administer appropriate evaluations for eligible inmates to determine learning disability, intellectual disability, emotionally disturbed, Attention Deficit Disorder (ADD), or multi-handicapping conditions.

c. Provide all behavioral healthcare services on-site at State Facilities. The State reserves the right, at its sole discretion, to designate a new program location. The Contractor must **begin** to provide special education programming no later than within fifteen (15) calendar days of the initial request, so that the State does not miss the thirty (30) day deadline specified by the Tennessee Department of Education.

d. The Contractor shall write an integrated psychosocial report with eligibility documentation. The report shall be sufficient in scope to develop and write an IEP.

e. The Contractor shall provide individual and group meetings, as requested by the State. The Contractor shall attend IEP meetings as requested.

A.50. CASE MANAGEMENT SERVICES. The Contractor shall provide case management services via the Contractor's case managers with a bachelor's degree in behavioral science and with experience in inmate behavioral healthcare. Upon the Contract Effective Date, the Contractor shall provide and/or assist with the case management services for inmates with a mental illness. These services shall include efforts to coordinate and provide continuity of behavioral healthcare for inmates upon entry, by:

a. Providing an adequate level of care during incarceration; and

b. Coordinating referrals from Contractor behavioral health staff to Deberry Special Needs Facility, Debra K Johnson Rehabilitation Center, or other specialized TDOC treatment units for inmates with a mental illness and at risk of needing a higher level

of care, and community services upon release. The Contractor shall provide its case management procedures in writing to the State for approval within the first ninety (90) days of the Contract Effective Date of the contract and annually, no later than April 1st of each year of the Term of this Contract.

c. Guidelines. The Contractor shall provide written guidelines and procedures for the provision of efficient and quality case management services. The State may require the Contractor to changes the Contractor's case management procedures at the State's sole discretion. The Contractor shall provide the following procedures for case management services:

A.51. THERAPEUTIC RECREATIONAL ACTIVITY SERVICES. The Contractor shall provide therapeutic recreational activity services to the inmates by recreation therapists with a bachelor's degree in recreational therapy or closely related field. Although NCCAP certification is preferred for Recreation Therapists, the credential is not required by the State. The Contractor shall provide and oversee therapeutic activity exercises and services utilizing activities as a form of active treatment to improve the physical, cognitive, emotional, and social functioning and to increase independence in life activities. The Contractor shall provide recreational therapists among the behavioral health units/programs according to need, as determined by the State, and upon approval of the TDOC Director of Behavioral Health Services. The Contractor shall provide therapeutic recreational activity services to the inmates with the highest needs found at therapeutic units, Level III and Level IV supportive living units, each as described in TDOC Policy #113.87, as may be amended.

The Contractor shall provide recreational therapists as part of the interdisciplinary treatment. The Contractor shall ensure that the recreational therapists, at a minimum, perform the following duties:

a. Conducting activity therapy assessments;

b. Attending behavioral health staff meetings;

c. Participating in treatment team meetings;

d. Planning and organizing group and individual activities;

e. Establishing goals and objectives for each activity to meet Inmate needs;

f. Conducting group and individual programs;

g. Maintaining required documentation;

h. Maintaining and ordering supplies;

i. Supervising volunteers/student interns; and

j. Providing leisure counseling/education.

A.52. SUBSTANCE ABUSE DISORDER TREATMENT. The Contractor shall be responsible for recruiting, training, and supervising all counseling personnel in the delivery of substance use treatment services. The Contractor shall ensure that each Substance Use Disorder Treatment Program Director possesses the following:

1. LADAC licensure;

2. ICRC-A/AODAC certification; or

3. National Association of Alcohol and Drug Abuse Counselors-Certified Addiction Counselor with either NCAC I, II or master's degree certification. All other staff

shall be licensed or working toward licensure with one (1) or more of these organizations and shall be supervised by a licensed provider until licensure is achieved.

The Contractor shall develop and implement an in-prison, comprehensive cognitive behavioral, substance use disorder (SUD) treatment program established on a Modified Therapeutic Community (MTC) model for incarcerated felony drug inmates, that requires all inmate participants to complete within nine (9) to twelve (12) months of program admission.

a. The Contractor shall develop and implement an Intensive SUD Group Therapy Program that is evidence-based and that addresses inmate's criminogenic needs. The Contractor shall provide intensive substance use disorder group therapy programs for a minimum of one hundred fifty (150) hours and not to exceed one hundred eighty (180) hours. The Contractor shall provide the caseload ratio for each program shall as determined by the TDOC Director of Behavioral Health Services or designee.

b. The Contractor shall develop and implement a Certified Peer Recovery Specialist Program that provides peer-to-peer recovery support and services that adheres to TDOC Policy #513.07.3, as may be amended, and provides peer-to-peer recovery support and services for inmates seeking recovery.

c. The Contractor shall develop and implement an intervention substance use and recovery education program that is based on the foundations of recovery for individuals to learn about the harmful effects of alcohol and drug use and how living by principles of recovery leads to a healthy lifestyle. Intervention substance use and recovery education program level of care constitutes service for individuals who are at risk of developing substance-related problems, or a service for those whom there is not yet sufficient information to document a diagnosable substance use disorder or evidence of problematic opiate use.

d. The Contractor shall provide SUD treatment programs and recovery services at the following facilities:

1. **Bledsoe County Correctional Complex.**
One hundred and seventy-four (174) beds, one hundred and four (104) male MTC beds, fifty (50) male protective custody co-occurring therapeutic community beds, and twenty (20) female Intensive SUD Group Therapy beds.

Required Contractor staffing: Two (2) LADAC and six (6) non-licensed alcohol and drug abuse counselor interns and one (1) LCSW (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

2. **Lois M. DeBerry Special Needs Facility.**
Fifteen (15) Beds and fifteen (15) male Intensive SUD group therapy beds.

Required Contractor staffing: Two (2) LADAC (full-time position or the equivalent working standard week of thirty-seven and one half (37.5) hours (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

3. **Morgan County Correctional Complex.**
One hundred and nineteen (119) beds, one hundred and four (104) MTC beds, and fifteen (15) Intensive SUD group therapy beds.

Required Contractor staffing: Two (2) LADAC and six (6) non-licensed alcohol and drug abuse counselor interns (full-time positions or their

equivalents working standard week of thirty-seven and one half (37.5) hours).

4. **Mark L. Luttrell Correctional Complex.**
Twenty (20) beds and twenty (20) Intensive SUD group therapy beds.

Required Contractor staffing: One (1) LADAC (full-time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

5. **Northeast Correctional Complex.**
Forty (40) beds, twenty (20) Intensive SUD group therapy beds on the main site and twenty (20) SUD group therapy beds in the Carter County Annex Transition Center.

Required Contractor staffing: One (1) LADAC and three (3) non-licensed alcohol and drug abuse counselor intern (full time position or the equivalent working standard week of thirty-seven and one half (37.5) hours).

6. **Northwest Correctional Complex.**
One hundred and ninety-six (196) beds, one hundred and sixty-one (161) MTC beds, fifteen (15) Intensive SUD group therapy beds and twenty (20) SUD group therapy beds in the veterans unit.

Required Contractor staffing: Two (2) LADACs and seven (7) non-licensed alcohol and drug abuse counselor interns (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

7. **Riverbend Maximum Security Institution.**
Twenty (20) beds and twenty (20) intensive SUD group therapy beds.

Required Contractor staffing: One (1) LADAC (full time position or the equivalent working standard week of thirty-seven and one half (37.5) hours).

8. **Debra K Johnson Rehabilitation Center.**
Ninety-four (94) beds, sixty-four (64) MTC beds, and thirty (30) intensive SUD group therapy beds.

Required Contractor staffing: One (1) LADAC and five (5) non-licensed alcohol and drug abuse counselor intern (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

9. **Turney Center Industrial Prison Complex (TCIX Annex 2-Wayne County, Clifton Tennessee)**
One hundred and seventy-five (175) beds, eighty (80) MTC beds, fifteen (15) intensive SUD group therapy beds, fifty (50) parole technical violator program intensive SUD group therapy beds, fifteen (15) probation technical violator program intensive SUD group therapy, and fifteen (15) boot camp intensive SUD group therapy beds.

Required Contractor staffing: Three (3) LADACs and eight (8) non-licensed alcohol and drug abuse counselor interns (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

10. **Women's Therapeutic Residential Center West Tennessee State Prison Site I**

One hundred and forty-three (143) beds, one hundred and twenty-eight (128) MTC beds, and fifteen (15) intensive SUD group therapy beds.

Required Contractor staffing: Two (2) LADAC and ten (10) non-licensed alcohol and drug abuse counselor interns (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

11. <u>Men's Residential Center West Tennessee State Prison Site 2</u>
Five hundred and twelve (512) beds, one hundred and twenty-eight (128) MTC beds, three hundred and eighty-four (384) intensive SUD group therapy beds, interventions, aftercare, family reunification, and peer recovery services.

Required Contractor staffing: Two (2) LADACs and nine (9) non-licensed alcohol and drug abuse counselor interns, one (1) program administrator, and (1) counselor with a master's degree (full time positions or their equivalents working standard week of thirty- seven and one half (37.5) hours).

e. The Contractor shall design and implement a treatment program consistent with the staffing requirements including documenting requirements in accordance with TDOC Policy # 513.07.1, as may be amended, that includes the following treatment elements:

1) Classic Cognitive-Based Modified Therapeutic Community (TC) Structure:

a) Screening and assessment;
b) Pre-testing designed to evaluate the Inmate participant's cognition, psychological functioning, and social orientation at intake;
c) Post-testing designed to evaluate the program's effect on change in the Inmate participant's cognitive, psychological functioning, and social orientation upon program completion;
d) TC roles and job functions;
e) Cognitive-Based Curriculum including one (1) or a combination of the following:

i. Cognitive Behavioral Therapy (CBT)
ii. Rational Emotive Therapy (RET)
iii. Rational Emotive Behavioral Therapy (REBT)

f) Utilization of motivational interviewing skills set;
g) Utilization of Transtheoretical Model of Change Theory (Stages of Change) skills set;
h) Program rules that govern TC participation;
i) Modified therapeutic community dynamics including but not limited to: push-ups, pull-ups, mentor system, role modeling, awareness sessions, accountability process, peer support/interaction, peer hierarchy, learning experiences, etc.;
j) Program incentives to recognizes pro-social behavior changes;
k) Community meetings;
l) Integrity/Accountability Group;
m) Cognitive Restructuring and Conflict Resolution/Anger Management
n) Problem solving training;
o) Identifying anti-social and reinforcing pro-social thinking patterns;

i. criminal thinking errors
ii. rational thinking errors

p) Substance use treatment;
q) In-house mentoring program;
r) Individual counseling and group therapy;
s) Victim impact;
t) Job readiness;
u) Re-entry planning;
v) Drug testing in collaboration with TDOC; and
w) On-site Aftercare once a week for participants who complete programming and are released back to the general prison population.
x) Communication between the Clinical treatment staff, substance use program managers, Behavioral Health Administrators, and medical administrators, classification, and the Institutional Probation/Parole Sepcialist.

f. The Contractor shall provide programming with female inmates that shall include all of the treatment elements as well as, but not limited to, the items listed below:

1) Children and families;
2) Trauma;
3) Orientation to co-occurring disorders;
4) Victim's stance issues/Violence prevention; and
5) Establishing a safe environment for counseling.

g. The Contractor shall design and implement a medium intensive SUD group therapy treatment program that includes the following treatment elements:

1) SUD individual and group counseling;
2) Cognitive behavioral therapy;
3) Criminal thinking error awareness;
4) Individual counseling;
5) Relapse prevention skills building;
6) Victim impact;
7) Re-entry planning; and
8) Anger management.

h. The Contractor shall provide SUD treatment services for a minimum of two thousand, one hundred and eighteen (2,118) beds for SUD MTC, intervention substance use and recovery education, and intensive SUD group therapy on an annual basis. The Contractor shall provide all treatment services shall be conducted in accordance with TDOC Policy Series #513.07, as may be amended. as may be revised. The Contractor shall conform to all applicable federal, state and local laws, court decisions, court orders, consent agreements, and TDOC policies. Prior to implementation of every required program, the Contractor shall submit the proposed program to the TDOC Director of Behavioral Health Services or designee for approval. The Contractor's SUD MTC treatment program shall include the following phases and associated treatment components.

1. Phase I (Orientation and Identifying Anti-Social Thinking Patterns) - During this phase of treatment, the Contractor shall ensure inmate MTC participants know the rules and regulations of the MTC. The Contractor shall develop an individualized master treatment plan within the first thirty (30) days upon entry into the program that is structured as detailed herein and should last a minimum of ninety (90) days. The Contractor shall ensure that each participant is involved in, at a minimum, fifteen (15) hours of therapeutic activities per week. During

Phase I, the Contractor shall develop a therapeutic relationship with program participants that motivates them to identify their anti-social actions and help them come to a personal decision that their behaviors need to change. The Contractor may divide therapeutic activities between Getting Motivated to Change, Cognitive Behavioral Therapy sessions designed to identify and address anti-social thinking patterns, cognitive behavioral drug treatment, MTC related journal work groups, parenting classes, and in-prison community service-work.

2. Phase II (Main Treatment: Substance Use Counseling and Pro-Social Skill Development) - that the Contractor shall ensure that each participant is involved in a minimum of fifteen (15) hours (minimum) of therapeutic activities per week. The Contractor shall ensure that participants in Phase II understand the anti-social aspects of their past behavior and have made the personal decision to change those behaviors.

   The Contractor shall provide the following activities to participants as part of group or individual therapy:

   a. Cognitive behavioral drug treatment through journaling, modeling and role plays
   b. Individual counseling
   c. Cognitive Behavioral Therapy in group counseling dealing with rational thinking errors;
   d. MTC related groups, community service work, parenting and family skills;
   e. Victim's impact;
   f. Victim's stance (for female inmates);
   g. Anger management; and
   h. Healthy lifestyle classes.

   The Contractor shall ensure that Phase II is conducted for a period of three (3) to six (6) months, based on each participant's progress.

3. Phase III (Transition, Reintegration, Relapse Prevention and Giving Back).

   The Contractor shall provide Phase III of the treatment program for a period of two (2) to four (4) months. During this phase, the Contractor shall ensure that each program participant develops a Re-entry Plan as specified in TDOC Policy #513.07, as may be amended, within thirty (30) days of discharge from the program. The Contractor shall ensure that re-entry plans have specific goals, specific steps to reach the goals, and specific time frames for completion of goals for all aspects of the participant's re-entry, including identification, family/spousal relationships, transportation, housing, and employment. The Contractor shall ensure that each participant receives at a minimum, nine (9) hours of documented therapeutic activities per week. The Contractor shall provide programming and therapy services that include a combination of the following: relapse prevention, cognitive behavioral group counseling dealing with criminal thinking errors, pro-social leisure and positive recreational outlets, employment readiness, and introduction to twelve step fellowship meetings that are mandatory. The Contractor shall ensure that program participants are referred to the pre-release program as detailed in TDOC Policy #702.30, as may be amended, for ancillary community services prior to their release from the facility, if appropriate.

4. Certified Peer Recovery Specialist (CPRS). Additionally, the Contractor shall ensure that all facilities implement a CPRS program. The Contractor shall ensure that the CPRS provides the following supportive services:

a. Facilitate support groups;
b. Respond to crises until a licensed behavioral health or substance use professional arrives;
c. Assist in discharge planning; and
d. Provide recovery education to a recovering Inmate.

The Contractor shall ensure that all CPRS candidates meet, at a minimum, the following qualifications:

i. Be in recovery from a diagnosed substance use disorder or co-occurring disorder of substance abuse and mental illness.
ii. Demonstrate stable functioning in a general population unit.
iii. Have a minimum of twenty-four (24) consecutive months of documented sobriety.
iv. Have a High School Diploma or High School Equivalency Diploma, including a GED or HISET.
v. No Class C disciplinary action(s) within six (6) months before application submission.
vi. No Class A or B disciplinary action(s) within (6) months before application submission.
vii. Minimum custody level or below.
viii. Completion of forty (40) hours of state certified peer support training; and
ix. After the PRS successfully passes the forty (40) hours required training, the Behavioral Health Professional shall document the PRS hours and report to the Director of Addiction Treatment and Recovery Services or designee when the PRS reaches seventy-five (75) hours of experience.

After a CPRS receives certification, the Contractor shall ensure that CPRS must complete ten (10) hours of continuing education annually and be in good standing to maintain the credential.

5. Aftercare. The Contractor shall provide aftercare in three (3) different components, based on how the individual is released upon completion of the program, as follows:

a) Released to General Population. Participants returned to general population shall have the option to receive a continuing care program that shall provide weekly substance use aftercare for up to six (6) months after successfully completing herapeutic Community or outpatient group therapy, where resources permit, and approval is granted by the facility warden/superintendent.

b) Released to Parole. Each facility has an Institutional Probation Parole Specialist (IPPS) provided by TDOC. The Contractor shall ensure that treatment staff provide a Substance Use Clinical Discharge Summary (Form CR-3713 as found in TDOC Policy 113.81, as may be amended) to the IPPS pertaining to any continued services recommended for inmates being released. Additionally, each community supervision office has a Forensic Social Worker (FSW), who shall assist in obtaining services for all participants released on parole.

c) Expired Sentence. Individualized recommendations and referrals shall be given to each participant. The Contractor shall advise participants to attend, as a part of the Substance Use Treatment Transition Accountability Plan, CR-4153 as found in TDOC Policy 513.07, as may be amended.

j. The Contractor shall design and implement an intervention substance use and recovery education program. The Contractor's employees or subcontractors shall refer to the appropriate continuum of care of treatment or recovery services. The Contractor shall ensure that the intervention substance use and recovery education program includes the following elements:

i. Substance use groups for education, counseling and assessment;
ii. Relapse prevention skills;
iii. Decision making skills;
iv. Goal setting;
v. Dangers of high-risk behavior; and
vi. Development of support services.

k. The Contractor shall, at the direction of the TDOC Director of Behavioral Health Services or designee, develop clear, distinct, and documented criteria for movement from Phase I through Phase III, including both quantitative work required in each phase as well as qualitative goals that are evaluated by the treatment team.

l. In providing substance use disorder treatment, the Contractor shall implement the following protocols:

1. The Contractor shall use the TDOC Substance Use Behavioral Program Intake and Interpretive Summary Form, CR-3720, as found in TDOC Policy Series # 513.07 as well as a pre and post-test process, to evaluate criminal thinking, psychological functioning, and social desirability in order to assess participants' needs and facilitate treatment plan development. All pre and post test assessments shall be approved by the TDOC Director of Behavioral Health or designee prior to release. Contractor failure to conduct and maintain documentation of assessments is subject to liquidated damages in accordance with Attachment Three.

2. The Contractor shall address the following issues when developing the treatment plan: Addiction severity, drug use, personal motivation for change, criminogenic needs, and other relevant social and health related information. The Contractor shall provide to all program participants an individualized treatment plan within thirty (30) days of being admitted to the treatment program. The Contractor shall ensure that the treatment counselor and the addiction treatment program director reviews and revises the Substance Use Disorder Individual Treatment Plan, CR- 3753, as found in TDOC Policy #113.81, as may be amended, every three (3) months or as determined by TDOC.

3. The Contractor shall conduct a follow-up assessment within four (4) weeks of program release on each program participant to measure change over time. The assessment instruments to be used must be approved by the TDOC Director of Behavioral Health Services or designee.

4. The Contractor shall be responsible for providing all approved daily treatment and programming activities within the TC. The Contractor shall provide therapeutic activities at least five (5) days per week, except on approved State holidays, and shall provide TC related community processes seven (7) days per week, regardless of State holidays.

5. The Contractor shall provide treatment programming designed for the gender of the inmate being treated and shall focus on areas such as, but not limited to, the disease concept of addiction, rational thinking skills, criminal thinking errors, guilt/shame, wellness, sexually transmitted

diseases, anger/domestic violence, abuse, co-dependency, responsibility, fulfillment and self-actualization, dysfunctional relationships, pro-social peer relations, family/marital relationships, self -image parenting, leisure time planning, spirituality, nutrition, victims' awareness, and pro-social decision making.

6. The Contractor shall identify when, and how, the Contractor will implement group therapy so that all participants are able to contribute and receive an equal opportunity to benefit from treatment.

7. The Contractor shall provide cognitive restructuring, including classroom instruction on thinking errors, criminal behavior problem identification, drugs use, its effects, and consequences of continued use.

8. The Contractor shall offer programming that includes cognitive-behavioral skills development. Programming shall be designed to meet the participants' specific criminogenic needs.

9. The Contractor shall encourage and incorporate into the treatment program an in-house peer support system and role modeling.

10. The Contractor shall provide opportunities for program participants to be involved with weekly structured mutual-help group meetings.

11. The Contractor shall also offer weekly follow-up or aftercare sessions to provide support for program graduates.

12. The Contractor shall provide programming which meets the unique needs and concerns of racial or ethnic minority individuals, including such factors as cultural orientations, beliefs, and value systems relevant to the population served.

13. The Contractor shall provide a discharge summary for all participants seven (7) days prior to release or termination from the program.

m. The Contractor shall use urinalysis testing as part of the treatment program as a tool for monitoring program compliance and to identify problems. The Contractor shall provide the following services and shall conform to the following standards:

1. All program-related drug screens shall be conducted in accordance with TDOC Policies #506.21 and #513.07, as may be amended.

2. All program participants shall receive an initial drug screen, random screens, as well as exits screens through the treatment program. All positive screens shall be confirmed through the use of a second methodology.

3. Any program participant that fails a screen beyond the first thirty (30) days in the program shall be subject to serious sanctions, which could result in immediate dismissal and a Class A disciplinary for refusal to participate.

4. All drug testing shall be paid for by the Tennessee Department of Correction.

5. The Contractor shall comply with the TDOC Policy #506.21, as may be amended, regarding urinalysis testing, chain of custody, and sanctions for positive drug screens.

Contractor failure to ensure Substance Use Disorder Treatment is provided as outlined herein or urinalysis tests are not conducted as outlined is subject to liquidated damages in accordance with Attachment Three.

1) Coordination of referrals to Deberry Special Needs Facility, Debra K Johnson Rehabilitation Center, or other specialized TDOC treatment units within thirty (30) days from the time the provider makes the request..

2) Development and implementation of an effective method to coordinate with the TDOC classification and transportation departments for inmate transfers and movement.

3) Clinical recommendations/consultations and assistance with coordination of inmate referrals to other specialized TDOC programs, or designated contract hospitals or community-based treatment programs as applicable.

4) Development of aftercare plans for inmates with medical and/or behavioral health needs to facilitate successful reentry into the community.

5) Assisting inmates in applying to the Social Security Administration, the Veterans Administration, and other governmental agencies to ensure that Inmates receive benefits upon release to which they may be entitled.

6) Communication with Forensic Social Workers in the community to facilitate continuity of care during the inmate's transition from incarceration to the community.

7) Establishment of designated staff to be responsible for case management services.

A.53. <u>REPORTING REQUIREMENTS.</u>

a. The Contractor shall utilize a management information system that provides necessary cost and statistics information on a statewide basis for TDOC to monitor performance. The Contractor shall have a database that is capable of storing information that allows for the creation of monthly Excel spreadsheets that contain TDOC designated categories to be submitted by the tenth (10th) business day of every month. The Contractor shall submit monthly, quarterly, and annual utilization/prevalence reports to the TDOC Director of Behavioral Health Services or designee, detailing patient care statistics and the history of requests for specialty consultations and procedures. The Contractor shall deliver reports to the TDOC Director of Behavioral Health Services no later than the tenth (10th) business day of the month after the data is collected. The Contractor shall submit the reports required by this section in an electronic format acceptable by the State and shall, at a minimum, provide aggregate and individualized reports by Physician, mid-level, Inmate, service type, and institution. The Contractor shall clearly label and report separately clinical, administrative, and supervisory services. The Contractor shall use appropriate coding, including Diagnostic and Statistics Manual of Mental Disorders, International Classification of Diseases. State Facility staff and Contractor staff shall categorize information utilizing a standard format approved by the TDOC Director of Behavioral Health Services. The Contractor shall provide the following reports:

1. TDOC daily inpatient/residential census with key data elements as determined by the State, such as inmate name and TDOC number, housing location, type of treatment provided, changes since prior day report,

notations of Inmates in crisis, and the number of inpatient/ residential days per month;

2. Inpatient/residential days per month by diagnosis, and ADC and ALOS;

3. Active behavioral health caseload and services by facility and provider that includes:

   i. Inmate name, TDOCnumber, diagnostic code, medication prescribed, dosage(s), level of care and SMI, and SPMI designation;

   ii. Drug costs by facility and Provider; and

   iii. Specialty consultations with key data elements.

b. Monthly Operating Report. Within the first sixty (60) days of the Contract Effective Date, the Contractor shall work with the State to design a monthly reporting template. Beginning in the third (3rd) month of the Contract, the Contractor shall provide a monthly operating report delineating the status of the behavioral health care operations occurring in the prior month. The Contractor shall, at a minimum, provide utilization data, caseload statistics, evaluations, assessments, emergencies, staffing, Grievance resolution, pharmacy utilization, case management, continuous quality improvement data, staff training and any other monthly report requested in writing by the State as required by TDOC Policy including but not limited to #113.09 and #113.80, as may be amended. The Contractor shall provide the report on or before the fifteenth (15th) business day of each month and, in the report, the Contractor shall identify successes, potential problems, and resolutions.

c. Annual Review. In August of each year, on or before the fifteenth (15th), the Contractor shall complete and present an annual report of utilization statistics, a narrative summary identifying the Contractor's accomplishments, barriers to implementation and/or providing services to the State, and potential recommendations for the State's review.

d. Data Management Automation. The Contractor shall be required to participate and link to the State's EHR system as well as update inmate patient records within the EHR to reflect care provided once an EHR system has been procured, awarded and executed by the State and the awarded Contractor. The Contractor shall provide any additional statistical data as requested by the State.

   If the State converts to an EHR system, the Contractor shall require that the Contractor's subcontractors, such as laboratory, pharmacy, telemedicine, etc., link to the State's automated hardware/software.

e. As supporting documentation, the Contractor shall submit to the facility warden/superintendent or designee a copy of the encounter log as referenced in TDOC Policy #113.81, as may be amended. The Contractor shall provide a summary of encounters categorized by facility and as well as a statewide aggregate to the TDOC Director of Behavioral Health Services or designee on a monthly basis by the fifteenth (15th) day of the following month.

A.54. DIRECT SECURE MESSAGING.

a. If reports, spreadsheets or other documents, prepared by the Contractor, include Protected Health Information ("PHI"), the Contractor shall use Direct Secure e-mail

using a Direct Accredited Health Information Service Provider ("HISP") to transport those documents to the State.

b. If the Contractor subcontracts services to external behavioral health providers and PHI is transported from these external behavioral health providers to the Contractor or PHI is transported from external behavioral health providers to the State, the Contractor shall send the PHI via Direct Secure e-mail using a Direct Accredited HISP.

A.55. MEDICATION ASSISTED TREATMENT/WITHDRAWAL MANAGEMENT UNIT. The Contractor shall ensure that:

a. The Contractor shall provide the full-time equivalent of nine-point four (11.4) staff positions consisting of 4.2 LPNs, 5.2 RNs, 1 CNA and 1.0 MAT APN for the operation of a Medication Assisted Treatment/Withdrawal Management Unit program for opioid-addicted inmates. The Contractor shall ensure that the unit provides a stable and calming environment to prepare participants for the Therapeutic Community, further preparing them for release from prison and re-entry into the community. The program is to take place at WTSP. Further MAT or withdrawal management services are to be provided as outlined in Section A.3.v.

b. The nursing services shall be provided seven (7) days per week by the RN and LPN on rotating twelve (12) hour shifts and eight (8) hours a day, five (5) days per week by the APN.

c. The nursing staff shall conduct nursing assessments for intake and prepare medical files/medication for transfer.

d. The Contractor's nursing staff provides urgent medical attention as required for patients suffering withdrawal symptoms requiring twenty-four hours a day seven days a week (24/7) nursing care and monitoring.

e. The Contractor's nursing staff provides direct observation of medication administration and close monitoring in keeping with TDOC Policy #113.93, as may be amended. Contractor staff shall report to the HSA, who in turn will report to the facility's associate warden of treatment.

f. The Contractor's nursing staff shall provide routine care and assessments for chronic care and sick call patients.

g. All treatment and care provided for inmate patients shall be provided in compliance with the certification standards for opioid treatment programs as detailed in the Code of Federal Regulations Part 8 (42 CFR § 8). Within thirty (30) days of the Contract Effective Date, the Contractor will provide MOUD-specific policies for the State's consideration and approval.

h. The Contractor's nursing staff shall participate in and support the State in all data collection, tracking, and reporting activities on a weekly, quarterly, and annual basis as dictated by the State.

i. The Contractor shall be responsible for f if ty percent (50%) of the costs of medication prescribed for inmates receiving MAT or MOUD services.

A.56. CREDENTIALING. The Contractor shall have a written policy and procedure regarding the providers' credentialing process approved, in writing, by the State within thirty (30) days of the Contract Effective Date. The Contractor shall ensure that TDOC has access to and may copy any credentialing records. Upon expiration or termination of the Contract, the credentialing files shall

become the property of the State. The Contractor shall cooperate with State audits of the Contractor's credentialing files as referenced in Attachment Four. The Contractor shall maintain all copies of all files in the Contractor's Tennessee office. Contractor failure to obtain and maintain required credentials is subject to liquidated damages in accordance with Attachment Three. The Contractor shall ensure that each Physician's credential file shall contain at a minimum the following documents:

a. Copy of current Tennessee license
b. Copy of application for initial or renewal registration
c. Copy of DEA registration
d. Evidence of malpractice insurance with claims and/or pending lawsuits
e. Copies of verified medication education including internship, residency and fellowship programs, and specialty certification(s)
f. Copy of current BCLS or CPR certification. Certification must be achieved prior to the individual providing services at any State Facility
g. Employment history
h. Evidence of reasonable inquiring into employment history with emphasis on assessment of clinical skills
i. Signed release of information form
j. Information regarding any criminal proceedings

For the Sex Offender Treatment Program, the Contractor shall have the following:

a. A Forensic Psychologist with experience working with sexually deviant behavior shall oversee the Program at the Facility. Currently, this Program takes place at DSNF. The Program shall be supported by a minimum of four (4) clinically licensed behavioral health providers. Doctoral-level interns as well as license-eligible master level interns may support the clinical team. Master level interns may be utilized for administrative support only. All clinicians supporting the Program must meet the following qualifications:

i. Clinicians must possess a master's or doctoral degree in social work, psychology, or counseling from an accredited university.
ii. Clinicans must possess a current TN license. Clinicians that hold a Marriage and Family or Substance Abuse license shall not conduct sessions in the Program.
iii. All clinicians running clinical groups must be licensed to practice independently or be currently supervised by a licensed clinician currently working in the Program.
iv. Clinicans must have 2,000 hours of clinical experience, specifically in the field of sex offender treatment, or be under the active supervision of a clinician with the required hours. This includes 250 hours of experience in sex offender risk assessments and an additional 100 hours of face-to-face supervision. Group or peer supervision can count for up to half of the required 100 hours.
v. For the purpose of this Section, experience is defined as participation in professional training, work, research, writing, or other activities specifically related to the field of sex offender treatment.

A.57. <u>EMPLOYEE TRANSITION PROCESS.</u> The Contractor shall offer the state employees referenced in Attachment Five who meet the professional qualifications for positions as Contractor employees. The Contractor shall offer state employees at least one hundred twenty percent (120%) of employees' current base salary. The Contractor shall also provide benefits no less than those offered in its standard employee benefits package.

a. State employees who remain with TDOC shall continue to provide behavioral healthcare services within the scope of services delineated in the Contract, excluding. the positions identified in Attachment Four. The Contractor shall assume

responsibility for staffing the appropriate position in the staffing plan in Attachment Four. The TDOC Director of Behavioral Health Services and/or designee shall provide supervision and participate in the annual evaluation process of these individuals.

b. Upon award of the Contract all vacant behavioral health state positions shall be designated contract positions by the State. Any state position that is vacated for any reason shall be designated as a contract position immediately.

A.58. CONTRACTOR TRANSITION.

a. Upon award of a succeeding contract, the Contractor shall work with the State and any other organizations designated by the State to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the State. The new Contractor shall work with the current contractor to export information from the current contractor's system to the new contractor's system.

b. Upon expiration, termination, or cancellation of this contract, the Contractor shall assist the State to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the Contract to an organization designated by the State, if requested in writing. The Contractor shall provide and/or perform any or all of the following responsibilities:

1. The Contractor shall deliver all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the Contract to the State Project Manager and/or to the State's designee within seven (7) days after receipt of the State's written request. The State's written request will specify the required format and condition for all records, documentation, reports, data, recommendations and printing elements to be delivered to the State.

2. The Contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed one hundred and twenty (120) calendar days after the expiration, termination or cancellation date of the Contract for a price not to exceed those prices set forth in the contract.

3. The Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by the State, in order to insure the completion of such service prior to the expiration of the Contract.

A.59. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.60. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of thirty-six (36) 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 sixty (60) months.

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("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.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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)				
Inmate Clinical Services	July 1, 2025-June 30, 2026 $/ Inmate, per day	July 1, 2026-June 30, 2027 $/ Inmate, per day	July 1, 2027-June 30, 2028 $/ Inmate, per day	July 1, 2028-June 30-2029 $/ Inmate, per day	July 1, 2029-June 30, 2030 $/ Inmate, per day

c. The Contractor shall reduce their invoice equal to fifty percent (50%) of the cost of all antiretroviral medications prescribed by a physician or Mid-Level Provider for the treatment of Hepatitis C (HCV) and HIV/AIDS, as outlined in Section A.9.c of this Contract. The Contractor's responsibility shall be capped at two million dollars ($2,000,000) per year for HCV. The Contractor shall reduce their invoice equal to f if ty percent (50) of the cost of all psychiatric/behavioral health medications, to include those for MAT or MOUD services, as outlined in Sections A.48.a. and A.55.i. of this Contract.

d. When a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds fifty thousand dollars ($50,000), the State shall reimburse the Contractor for seventy-five percent (75%) of the cost of the hospitalization in excess of fifty thousand dollars ($50,000). These costs do not include the four thousand dollar ($4,000) amount described in Section A.8.d. of this Contract paid by the privately managed facilities. Cost sharing shall be based on actual costs paid by the Contractor, not "billed" charges. The Contractor is responsible for negotiating the lowest rate possible to benefit both the Contractor and the State. The Contractor shall supply a copy of the invoices incurred for hospitalizations to the TDOC Chief Financial Officer and TDOC Chief Medical Officer within 30 days of receipt in which the Contractor is seeking reimbursement.

e. Should State staff decline the Contractor's job offer and remain employed by the State, the amount billed to the State per month shall be reduced by 140% of those staff's salaries as listed in Attachment 5 of this Contract. This amount reflects the staff's base salary, plus estimated benefits.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tennesse Department of Correction
Sixth Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN 37243-0465

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Tennessee Department of Correction/Fiscal Division
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;

(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Dr. Jillian Bresnahan, DBA, PA-C, CCHP-CP I
Assistant Commissioner, Clinical Services
Tennessee Department of Correction
320 Sixth Avenue North
Nashville Tn 37243
Jillian.Bresnahan@tn.gov
Telephone # 615.934.4335

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

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.

D.6. Termination for Cause. 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.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to

perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.

The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. 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.

D.19. Hold Harmless. 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.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a

government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. 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. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments One through Thirteen;
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of

insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy

limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. d. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.

2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate; and

If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance

e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than four million dollars ($4,000,000) per occurrence or claim and four million dollars ($4,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

2) Such coverage shall include data breach response expenses, in an amount not less than four million dollars ($4,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 32901-31378-24 (RFP Attachment 6.12 section B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:
https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

E.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq*., shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).

E.4. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

(1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

(2) Any pricing related to the new lines, items, or options;

(3) The expected effective date for the availability of the new lines, items, or options; and

(4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.5. Intellectual Property Indemnity. 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 or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.8. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

(3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report

within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. 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.

(5) 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

(6) 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.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "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:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: [24 HOURS]

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: [4 HOURS]

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production

data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.9. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.10. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Commissioner to procure by non-competitive procurement as a condition for reimbursement.

E.11. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.12. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.13. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.14. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

E.15. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.16. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

E.17. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.18. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract specifically faithful performance of the work in accordance with the plans, specifications, and Contract documents. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and, in the manner, and form prescribed by the State at Attachment Two. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract. The Contractor must meet this performance bond requirement by providing the State a performance bond covering twenty-five percent (25%) of the Contract amount for the first twelve (12) calendar months of the Contract in the amount of Written Dollar Amount ($Number) and thereafter, a new

or re-issued performance bond in the Contract amount for each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.) The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall provide performance bonds to the State prior to the Effective Date and thirty (30) days prior to the beginning of each renewal or extended Term. Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State's prior written approval.

Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State's prior written approval.

E.19. Liquidated Damages. If any event detailed in either the Summary of Health Services Liquidated Damages or the Summary of Behavioral Health Services Liquidated Damages.

occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment Three and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

E.20. Partial Takeover of Contract. 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 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.

E.21 Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other

applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.22 Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

E.23. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This

provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and

subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

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

TENNESSEE DEPARTMENT OF CORRECTION:

FRANK STRADA, COMMISSIONER	**DATE**

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Placeholder – Attachment Three – Key Performance Indicator Manual

Placeholder – Attachment Four – Minimum Staffing Requirements

Placeholder – Attachment Five – Current State Positions Requiring Contractor JJob Offers

Placeholder – Attachment Six – Transition Plan

Placeholder – Attachment Seven – Workplan

Placeholder – Attachment Eight – HIPAA Business Associate Agreement

Placeholder – Attachment Nine – TDOC Infirmary Protocol

Placeholder – Attachment Ten – Crushed/Non-Crushed Medication List

Placeholder – Attachment Eleven – Universal Stock Medication List