



**STATE OF TENNESSEE
DEPARTMENT OF CORRECTION**

**REQUEST FOR PROPOSALS
FOR
ELECTRONIC HEALTH RECORDS SYSTEM**

**RFP # 32901-31261
Release #2**

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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 Tennessee Department of Correction (TDOC) is a Cabinet-level Agency within the Tennessee State government responsible for the oversight of more than 28,000, on average per year, convicted offenders in Tennessee's fourteen prisons, four of which are privately managed.

Tennessee's correctional health care system employs a multidisciplinary approach that offers access to a health care delivery system providing offenders with access to such services as medical and dental sick call, emergency care, chronic care clinics, medication management, diagnostic tests and procedures, infirmaries, inpatient hospitalization, substance use treatment and specialty services working closely with Mental Health Services to ensure unified delivery of integrated health care. TDOC contracts with third parties to provide onsite delivery of health services by a staff of approximately 1,200 providers.

The Department seeks to modernize its current health documentation and delivery processes through the procurement and implementation of an EHR system. With funds obtained through the American Rescue Plan Act (ARPA), the Department will procure and implement an EHR through one contract resulting from this RFP. Agency desires one contractor to deliver the Solution, services, and any goods necessary for Agency to meet the goals of this Project.

The State refers to the EHR implementation project as TDOC EHR “Solution”. The requirements for the Solution are outlined in RFP Attachment 6.6., Pro Forma Contract. For an overview of current workflows and processes and procedures for providing inmate medical or behavioral care such as female intake, sick call, behavioral health, telehealth and advance care, please refer to RFP Attachment 6.10 As/Is Process Flow Diagram.

- 1.1.3 Responses to the RFI issued earlier this year indicated the price for such a system could range from \$1 - 12 Million.

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 must 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 # 32901-31261

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:

Mike Bentheimer, Sourcing Team Lead
Tennessee Department of General Services
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
312 Rosa Parks Ave.,
Nashville TN 37243
615.532-1922
Mike.Bentheimer@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
Office of the Chief of Staff
Tennessee Department of Correction
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.

- 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 1.8).
- 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:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 272 215 566 349

Passcode: WzUhsZ

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 629-209-4396,,57866809#](#) United States, Nashville

Phone Conference ID: 578 668 09#

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 State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to 100% of the maximum liability of the awarded contract, and said amount shall not be reduced at any time during the period of the contract.

The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., *Pro Forma* Contract, Attachment [Five](#), Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.

After contract award, the successful Respondent must meet this performance bond requirement by providing the State either:

- a. a performance bond that covers the entire Contract period including all options to extend the Contract, or

- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering 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 successful Respondent must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.

The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a performance bond as required by RFP Section 2, Schedule of Events, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued performance bond, shall entitle the State to exercise any and all rights it has in law or in equity.

2. 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		Jan. 3, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	Jan.6, 2023
3. Pre-response Conference	2:00 p.m.	Jan. 9, 2023
4. Notice of Intent to Respond Deadline	2:00 p.m.	Jan. 10, 2023
5. Written "Questions & Comments" Deadline	2:00 p.m.	January 24, 2023
6. State Response to Written "Questions & Comments"		February 17, 2023
7. Deadline for Clarifications/Additional Questions		March 3, 2023
8. State Response to Clarifications/Additional Questions		March 27, 2023
9. Response Deadline	2:00 p.m.	May 31, 2023
10. State Completion of Technical Response Evaluations		July 14, 2023
11. State Schedules Respondent Oral Presentation(s)		July 21, 2023
12. Respondent Oral Presentation(s)		August 14-17, 2023
13. State Opening & Scoring of Cost Proposals	2:00 p.m.	August 22, 2023
14. Negotiations Conducted by Central Procurement Office		August 23-25, 2023
15. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 30, 2023
16. End of Open File Period		September 6, 2023
17. State sends contract to Contractor for signature		September 11, 2023
18. Contractor Signature Deadline	2:00 p.m.	September 18, 2023
19. Performance Bond Deadline		September 19, 2023
20. Contract Start Date		October 1, 2023

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 # 32901-31261 TECHNICAL RESPONSE ORIGINAL”

and fifteen (15) 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 # 32901-31261 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 # 32901-31261 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 # 32901-31261 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 # 32901-31261 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 # 32901-31261 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 # 32901-31261 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:

Mike Bentheimer, Sourcing Team Lead
 Tennessee Department of General Services
 Central Procurement Office
 312 Rosa L. Parks Ave.
 Nashville TN 37243
 (615) 532-1922
 Mike.Bentheimer@tn.gov

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 not 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. 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.

Notwithstanding the above, *pro forma* Contract section A.7. provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

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)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	10
EHR Requirements (refer to RFP Attachment 6.2, Section D)	20
Oral Presentation and Solution Demonstration (refer to RFP Attachment 6.2., Section E)	20
Cost Proposal (refer to RFP Attachment 6.3.)	30

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 Proposal Evaluation Team will review the response and document the team’s determination of 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. The Solicitation Coordinator will invite the top three (3) ranked Respondents to make an Oral Presentation and Demonstration. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).
 - 5.2.1.5.1. The Oral Presentations and Demonstrations are mandatory for the top three (3) respondents. The Solicitation Coordinator will schedule Respondent Presentation and Demonstration during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentations and Demonstrations schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
 - 5.2.1.5.2. Respondent Presentations and Demonstrations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
 - 5.2.1.5.3. Oral Presentations and Demonstrations provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations and Demonstrations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during Oral Presentations and Demonstrations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations and Demonstrations.
 - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's Oral Presentations and Demonstrations session. The record of the Respondent's Oral Presentations and Demonstrations shall be available for review when the State opens the procurement files for public inspection 5.2.1.3. The Oral Presentation and Demonstration will consist of an oral presentation and a software demonstration. The sessions will be held on the same day, with four (4) hours allocated for the Proposer's oral presentation and four (4) hours allocated for the Proposer's software demonstration.
 - 5.2.1.5.5. The individuals presenting at both sessions must be those identified as key personnel and/or senior management. It is important to the State that the individuals responsible for performance of the SOLUTION contract are the ones that present at the Oral Presentation and Demonstration. The purpose of these presentations is to allow the State to better understand the proposed solution / approach, as well as other aspects of the proposal. As such, State participants may ask questions throughout the presentation.

5.2.1.5.6 The Proposer must provide all necessary audio-visual materials for the Oral Presentation and Demonstration.

5.2.1.5.7 The State will provide the following equipment:

- Laptop computer connected to a high-speed Internet connection
- Projection screen and projector
- Flipchart with flipchart paper and pens

The Proposer may use its own computer to connect to a video projector to present a PowerPoint or demonstrate its software.

In the event that the Proposer requires an Internet connection for the Oral Presentation and Demonstration, the State prefers that the Proposer use a State-provided laptop. However, if the Proposer must use its own laptop for the Internet connection, the following is required for the Proposer's laptop to be connected to the State network.

The laptop must contain only the software necessary to conduct the demonstration. Examples of software that must not be loaded on the laptop include broadcasting/streaming software, peer to peer/copy circumvention software, email, or instant messaging. Once the State inspects the laptop and approves it for connection to the State network (see the following paragraph), the Proposer must sign a form stating that no additional software will be installed on the laptop before or during the demonstration period without the State's permission.

Regardless of whether the Proposer chooses to use State- or Vendor-provided laptop(s) for the demonstration, the Proposer must meet with the State at a mutually agreeable time before the start of the Proposer's demonstration, at the State's demonstration site, to test the equipment in the room.

Note that there will not be a printer available for the demonstration. If part of the demonstration process is to demonstrate a report, the vendor may generate the report for on-screen viewing.

5.2.1.5.8 The State has provided a script at RFP Attachment 6.9 for Proposers to follow during the Oral Presentation and Software Demonstration. Twenty (20) copies of the oral presentation in hard copy should be presented to the State Proposal Evaluation Team on the day of the presentation. Oral presentations may be video taped by the State.

5.2.1.5.9 After the Oral Presentation and Demonstrations are completed, the scores for this section will be gathered, recorded, and combined with the previously sealed Qualification and Experience and Technical Approach scores to produce an average Technical Proposal score..

5.2.1.6. 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 submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency 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 # 32901-31261 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 must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

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 Proposal Evaluation Team 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., <i>et. seq.</i>).	
		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 (<i>e.g.</i> , 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's business relationship with the financial institution is in positive standing. 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 an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	Provide a statement confirming that if awarded the Contract, the Respondent will provide a Certificate of Insurance in the amounts detailed in the Pro Forma Contract Section D.32.	
	A.7.	Provide signed letters from at least two (2) State or Federal Correctional agencies where the Proposed Electronic Health Records Solution is currently in use and fully deployed. Written confirmation must detail which EHR modules (<u>i.e. Medical, Behavioral, Pharmacy, Dentistry</u>), as defined in <u>Attachment 6.7</u> , are in use at each agency and number of users by user type.	
	A.8.	Provide written documentation that the proposed Solution is a Certified Electronic Health Record Technology (CEHRT) for the 2015 Edition as defined by the Office of the National Coordinator for Health Information Technology (ONC).	
	A.9.	Provide written confirmation that the Proposed Solution shall provide the configurability required to enable implementation of and adherence to American Corrections Association (ACA) policy, auditing and reporting requirements to achieve and maintain accreditation.	
	A.10.	Provide written confirmation that the Proposed Solution's hosting environment for all components is compliant with Statement on Standards for Attestation Engagements (SSAE-18) SOC 2 Type 2 OR have Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance, or has a documented NIST 800-53 rev 4 or higher at a "moderate" system risk assessment designation	
	A.11.	Provide written confirmation that the Proposed Solution complies with HIPAA/ HITECH guidelines/requirement/standards for Electronic Health Records systems.	
	A.12.	Provide written confirmation that the Proposed Solution complies with CMS guidelines/requirement/standards for Electronic Health Records systems.	
	A.13.	Provide written confirmation listing all add-on software and hardware product(s) required for the solution being proposed.	
	A.14.	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.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.15.	The Respondent shall fully complete the applicable sections of the workbook in RFP Attachment 6.7- EHR Requirements Matrix and include it as part of their response to this item. Individual scores for the workbook items will be recorded in the scoring sheet for RFP Attachment 6.2D)	
	A.16.	Provide a statement confirming that Respondent's EHR product provides a Behavioral Health module.	
	A.17.	Provide a statement confirming that Respondent's EHR product provides a Medical module.	
	A.18.	Provide a statement confirming that Respondent's EHR product provides a Dental module.	
	A.19.	Provide a statement confirming that Respondent's EHR product provides a Pharmacy module.	
	A.20.	Provide a statement confirming that Respondent's EHR product provides Reporting and Administrative capabilities.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B**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 of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , 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.	Please describe your organization's staffing (number of employees, positions, distribution across sales, research and development, implementation, support, etc.).
	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 describing any growth in market share over the past three years and new customers in the past year.
	B.8.	Provide a statement describing your company's experience in organizations the size of Tennessee Department of Corrections or larger.
	B.9.	Provide a statement explaining how your company has demonstrated special knowledge, experience, or success with customers like the Tennessee Department of Corrections.
	B.10.	Provide a statement demonstrating how you are a strategic partner with your clients. Please include any customer examples that can be provided.
	B.11.	Provide a narrative that describes your future vision for your solution including: <ul style="list-style-type: none"> • Describe your current and future plans to offer customers enhancements. Include the frequency of enhancements and the estimated dates on future modules. • Describe your strategy/vision of how you see your company in the marketplace with a two- to five-year outlook. Include a comprehensive statement of strategic direction. Describe plans, with time frames included, to enhance your service offerings. To what degree will these enhancements be transparent to customers? • What are your intentions concerning evolving industry technology standards? Are there any new industry standards that are currently being implemented in your solutions? • Describe how the metrics in your solutions can be used to improve outcomes.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<ul style="list-style-type: none"> Describe how the metrics in your solutions can be used to drive efficiencies. How do your solutions help organizations coordinate care?
	B.12.	Please provide your customer list including number of enterprise customers, number of State and Federal Correctional facilities utilizing full suite and number of users by user type.
	B.13.	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 <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.14.	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.15.	<p>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe 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.</p> <p>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.</p>
	B.16.	Provide a statement of whether, in the last five (5) years, the Respondent has any failed and/or significantly delayed projects. Respondent should provide a narrative describing those incidents and final outcome.
	B.17.	<p>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.</p> <p>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.</p>
	B.18.	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.19.	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.20.	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, years experience with proposed solution, and employment history.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.21.	<p>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:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(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></p> <p>(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.</p>
	B.22.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(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.</p> <p>(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:</p> <p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(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 business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(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 NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>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.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>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.</p>
	B.23.	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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	B.24.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) 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 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) 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</p> <p>(d) 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.</p>
	B.25.	<p>Please describe your proposed solution answering the following questions:</p> <ul style="list-style-type: none"> • How has your integrated solution come about? Through acquisition of other software vendor applications? Through the development of the solution in-house? • Of the modular software / functional components listed, which of them does your system offer in an integrated fashion? • Of the modular software / functional components listed, which of them does your company not currently offer? For any not offered, please describe your approach for meeting the State's requirements (i.e., use of third-party vendor / solution).
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 20)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

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. In the narrative, the Respondent should include: <ul style="list-style-type: none"> An understanding of TDOC's Health Record Modernization vision. An understanding of the complete solution scope, roles, responsibilities, and oversight function. An approach to achieving objectives, milestones, and schedules within the TDOC-supplied timeline. 		10	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's timeline. In the narrative, the Respondent should: <ul style="list-style-type: none"> Include an illustrative proposed high-level schedule for the solution that adheres to the requirements. 		25	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		25	
	C.4.	Provide a narrative and proposed Implementation Schedule that illustrates the Respondent's overall approach for delivery of the scope contained within the RFP. The Implementation Schedule should include a breakdown of the work and proposed timelines to accomplish the major milestones for the Phased Implementation and Operations of the TDOC EHR. In the narrative, the Respondent should: <ul style="list-style-type: none"> Describe the proposed strategy and proposed timeline for delivery of TDOC EHR. Provide a detailed project schedule with all associated vendor and client activities and milestones. 		20	
	C.5.	Provide a narrative that illustrates in detail how the Respondent's solution will meet the requirements defined in this RFP.		20	

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.6.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.a - Kickoff Meeting and Presentation.		10	
	C.7.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.b - Start-up / Incoming Transition Plan		15	
	C.8.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.c - Project Management Reporting		20	
	C.9.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.d – Hosting. <ul style="list-style-type: none"> • Provide a narrative that illustrates the Respondents proposed architecture inclusive of hosting, network, desktop, etc. • Provider a narrative that illustrates the Respondents Security including creation of role based security. 		20	
	C.10.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.e.3 - Requirements Verification and Specification		25	
	C.11.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.e.1. - Solution Design		25	
	C.12.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.e.5. - Interface Design		20	
	C.13.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.f - Data Migration		15	
	C.14.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.g - Test Plan		20	
	C.15.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.h - Implementation Plan. <ul style="list-style-type: none"> • Include a narrative on Respondents process to account for intake transfers during the rollout phase 		25	
	C.16.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.i, Knowledge Transfer Plan		15	

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.17.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.j - Operations Manual		10	
	C.18.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.k - Backup & Recovery Plan		15	
	C.19.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.l - Continuity of Operation Plan		25	
	C.20.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.m - Solution Configuration		25	
	C.21.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.n - Implement Interfaces		15	
	C.22.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.o - Conduct Testing		25	
	C.23.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.p - Organizational Change Management (OCM)		15	
	C.24.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.q - Training		15	
	C.25.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.r - User Acceptance Testing (UAT)		25	
	C.26.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.s - Pilot Implementation		15	
	C.27.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.t - Statewide Rollout		25	
	C.28.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.u - Maintenance and Support		15	
	C.29.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.v - Emergency Support and Maintenance		20	

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.30.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.w - Modifications and Enhancements		20	
	C.31.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in pro forma section A.4.h.13. - Transition to Support		15	
<i>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.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>				X 10 <i>(maximum possible score)</i>	= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.2. — SECTION D**TECHNICAL RESPONSE & EVALUATION GUIDE**

SECTION D: EHR REQUIREMENTS MATRIX. 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 D - EHR Requirements	Item Score	Evaluation Factor	Raw Weighted Score
	D.1.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Administrative" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		10	
	D.2.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Behavioral" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		15	
	D.3.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Dental" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		10	
	D.4.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "General" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		15	
	D.5.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Other" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this		10	

		functionality improves overall provider efficiency and patient outcomes..			
	D.6.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Pharmacy" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		20	
	D.7.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Medical" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		25	
	D.8.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Reporting" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		20	
	D.9.	Provide a narrative statement describing how the proposed EHR solutions meets the requirements defined in the "Non-Functional" section of RFP Attachment 6.7 - EHR Requirements Matrix. Additionally, describe how this functionality improves overall provider efficiency and patient outcomes.		15	
<p><i>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.</i></p>				<p>Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i></p>	
<p>Total Raw Weighted Score</p> <hr/> <p>Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i></p>				<p>X 20 <i>(maximum possible score)</i></p>	
				<p>= SCORE:</p>	
<p><i>State Use – Evaluator Identification:</i></p>					
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>					

RFP ATTACHMENT 6.2. — SECTION E

ORALS PRESENTATION & SOFTWARE DEMONSTRATION & EVALUATION GUIDE

SECTION E: EHR REQUIREMENTS MATRIX. The Respondent must address all items (below) and present, in sequence, the information and documentation as required.

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.

For any vendor invited to participate in the oral presentation and software demonstration, the State will provide scenarios/use cases to be demonstrated and scored at least two weeks prior to the software demonstration.

RESPONDENT LEGAL ENTITY NAME:				
Item Ref.	Section E - Part One Oral Presentation	Item Score	Evaluation Factor	Raw Weighted Score
E.1.	Introduction of Contractor Key Personnel and their Project Roles		7	
E.2.	Describe Qualifications and Experience		8	
E.3.	Describe the Management Approach		10	
E.4.	Describe the Technical Approach		10	
E.5.	Describe the Project Schedule / Timeline		15	
Item Ref.	Section E - Part Two Software Demonstration	Item Score	Evaluation Factor	Raw Weighted Score
E.6.	Introduction of Contractor Key Staff conducting the Software Demonstration		7	
E.7.	Demonstrate and / or Describe General System Features.		8	
E.8.	Demonstrate and / or Describe Administration Features		10	
E.9.	Demonstrate and / or Describe Interface Functionality		10	
E.10.	Demonstrate and / or Describe Care Delivery Functionality		15	
<i>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.</i>				Total Raw Weighted Score <i>(sum of Raw Weighted Score)</i>
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>		X 20 <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>				

State Use – Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE**

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE — The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The Cost Proposal must be submitted in accordance with RFP Section 3.1.2.

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				
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Sum	Evaluation Factor	Evaluation Cost (sum x factor)		
Total Implementation Cost, to be split as indicated in Section C.3.b Milestone Payments in Att. 6.6 Pro Forma	\$ /Total Implementation Cost											1			
Software License and Maintenance Fee -- as detailed in Contract Sections A.4.c.6 and A.4.u	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users		1			
Software License and Maintenance Fee -- as detailed in Contract Sections A.4.c.6 and A.4.u	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional user beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users		1			
Hosting Plan Cost – as detailed in Contract Section A.4.d.	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR		1			
Modification and Enhancement Requests (MERs) – as detailed in Contract Section A.4.w	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour		4000			

RESPONDENT LEGAL ENTITY NAME:													
Cost Item Description	Proposed Cost										State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
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.													
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$										$\times 30$ (maximum possible score)	= SCORE:		
State Use – Solicitation Coordinator Signature, Printed Name & Date:													

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 # 32901-31261".

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 # 32901-31261 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:
Mike Bentheimer; mike.bentheimer@tn.gov

(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) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

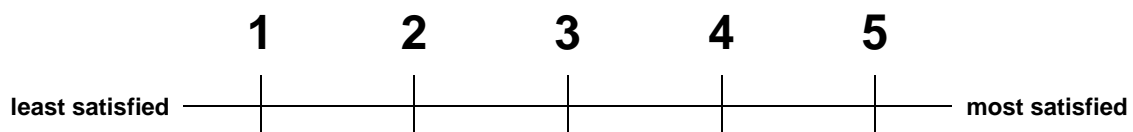
Please respond by circling the appropriate number on the scale below.



If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) 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.
- (6) 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.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

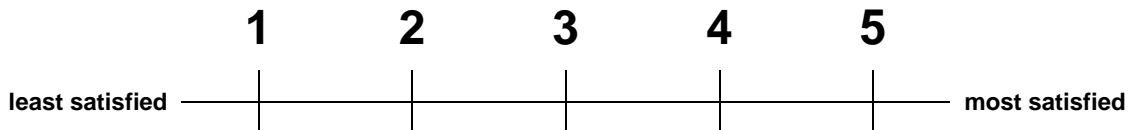
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

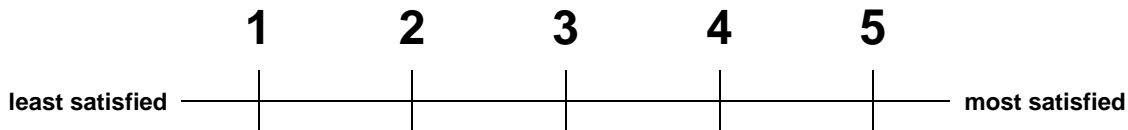
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (12) What is the level of your satisfaction with the reference subject's Electronic Health Record solution?

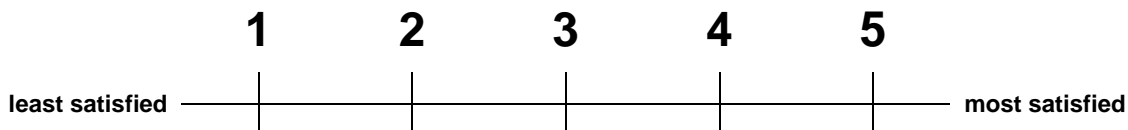
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (13) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

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

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
EHR REQUIREMENTS MATRIX (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
ORAL PRESENTATION (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	

TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
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Solicitation Coordinator Signature, Printed Name & Date:

RFP # 32901-31261 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.

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 Provision of an Electronic Health Records Solution, 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 OF SERVICES:

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. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. "ACA" means the American Correctional Association, the accrediting body for correctional agencies including but not limited to such agency's prisons, jails, community supervision operations, central office operations, the agency training/learning division. <https://americancorrectionalassociation.org/>
- b. "Add-on Orders" means an additional directive from a attending physician, or practitioner that enhances the order it is added to, that clearly and specifically delineates how a diagnostic or therapeutic intervention is to be carried out by responsible supporting staff.
- c. "Aged Chart Deficiency Report" means a report detailing charts that are incomplete or missing information, and how long the additional information has been outstanding.
- d. "Agnostic" means web browser/software that is generalized so that it is interoperable among various systems.
- e. "Advanced-Stage HIV infection (AIDS)" means a disease marked by opportunistic infections and/or a CD4 T-cell counts less than 200/uL.
- f. "Alert" means an urgent notice <https://www.merriam-webster.com/dictionary/alert>
- g. "Allergy" means a number of conditions caused by hypersensitivity of the immune system to usually harmless substances in the environment, including but not limited to fever, atopic dermatitis, allergic asthma and anaphylaxis.
- h. "American Institute of Certified Professional Accountants (AICPA)" is the is the world's largest member association representing the accounting profession. AICPA members represent many areas of practice, including business and industry, public practice, government, education, and consulting. <https://www.aicpa.org/about.html>
- i. "American Medical Association" means a federation of state and territorial medical associations which seeks to promote the art and science of medicine,

the medical profession, and the betterment of public health. <https://www.ama-assn.org/>

- j. “American Telemedicine Association” means a non-profit organization whose goal is to promote access to medical care for consumers and health professionals via telecommunications technology (alternatively referred to as telemedicine, telehealth or eHealth). <https://www.americantelemed.org>
- k. “Android” means the operating system software that operates non-Apple mobile devices such as smart phones or tablets.
- l. “Applicability Criteria” means something that is used as a reason for making a judgement or decision that is suitable for being applied.
- m. “Appointment” means an arrangement for a meeting
- n. “At Rest” means data that is housed physically on computer data storage in any digital form (e.g. cloud storage, file hosting services, databases, data warehouses, spreadsheets, archives, tapes, off-site or cloud backups, mobile devices, etc.). Data at rest includes both structured and unstructured data.
- o. “Backup and Recovery Plan” means providing formal documentation detailing how and when data will be backed up, what data recovery procedures to follow in the event of data loss, and details on how to recover data in the event of a disaster.
- p. “Bed Management” means the practice of providing the correct bed for a patient with a medical, behavioral or substance use disorder need through the effective management of agency resources.
- q. “Behavioral Health” or “Mental Health” means the emotional, psychological and social well-being of an individual or offender.
- r. “Blood Pressure” or “BP” means the pressure of circulating blood against the walls of blood vessels.
- s. “Care Continuum” means the process describing how healthcare providers follow a patient from preventive care, through medical incidents, rehabilitation, and maintenance.
- t. “Case Management” means 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 offender.
- u. “Change Management Plan” means providing formal documentation of the process for managing the change control process and documents the roles and responsibilities of the change control board (CCB) over the course of the project.
- v. “Chronic Care” means health care services that are provided to inmate/patients for a specifically identified illness that is ongoing or recurring.
- w. “CIPS” means the software used by TDOC’s Pharmacy Administrator for the ordering and management of pharmaceuticals used in offender patient treatment.
- x. “Clinical” means relating to the observation and treatment of actual patients. (<https://www.merriam-webster.com/dictionary/clinical>)

- y. "Clinical Parameters" means the measurements of basic indicators of body functions including but not limited to body temperature, pulse or heart rate and respiratory rate.
- z. "Cloud Build" is a fully serverless platform that allows an agency or entity to build custom development workflows for building, testing and deploying a system or solution.
- aa. "Cloud Computing" means the practice of using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.
- bb. "Code of Federal Regulation or CFR" means federal general and permanent rules published in the Federal Register by executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. 42CFR Part 2 are the federal regulations covering the confidentiality of substance use disorder treatment records.
- cc. "Community Supervision" means the division of the Tennessee Department of Correction tasked with supervision and oversight of offenders at liberty in the community-at-large either on probation or parole.
- dd. "Complete Blood Count or CBC Lab Order/Test" means, a group of tests that evaluate the cells that circulate in blood, including red and white blood cells, and platelets.
- ee. "Configuration Management Plan" means providing formal documentation describing the configurable items of the project identifying the items that will be recorded and updated so that the product of the project remains consistent and operable.
- ff. "Continuity of Care" means care facilitated by a physician-led, team-based approach to health care, which reduces fragmentation of care, and improves patient safety.
- gg. "Continuity of Operations Plan" means providing formal documentation detailing how DOC can ensure they can continue to perform their mission essential functions during a wide range of emergencies.
- hh. "CQI" - see definition for Statewide CQI.
- ii. "Consent" means oral or written permission given by an offender patient for an examination, treatment or medical procedure.
- jj. "Contractor" means a firm that the State contracts with to provide services defined in the RFP & Pro Forma Contract or a previously awarded contract for services beyond the scope of this solicitation.
- kk. "Countersignature" means a signature added to a document that has already been signed by another provider.
- ll. "Course" means a recommended duration of treatment for antibiotics.
- mm. "Critical Values" means an imminent life-threatening laboratory result requiring immediate physician notification.
- nn. "CR Form" means a numbered form created by the TDOC to document a patient diagnosis, condition, treatment or a checklist action steps. CR Forms are included in and used in conjunction with TDOC policies.

- oo. "Cyber-Attacks" means an attempt to gain illegal access to a computer or computer system for the purpose of causing damage or harm. <https://www.merriam-webster.com/dictionary/cyberattack>.
- pp. "Cyber Space" means the online world of computer networks and especially the Internet. <https://www.merriam-webster.com/dictionary/cyberspace>
- qq. "Dashboard" means a graphical summary of various pieces of information, used to provide an overview of either individual offender patient health or overall operations.
- rr. "Data Encryption" means the translation of data into another form, or code, so that only people with access to a secret key (formally called a decryption key) or password can read the translated data.
- ss. "Data Factual" information (such as measurements or statistics) used as a basis for reasoning, discussion, or calculation. <https://www.merriam-webster.com/dictionary/data>
- tt. "Data Migration Plan" means providing formal documentation that details the process of moving data from one location to another, from one format to another, or from one application to another.
- uu. "Dated Parameters" means measurements of an offender patient's physical well-being as of a specific date.
- vv. "Defect Tracking Log" means providing formal documentation of defects detailing how to replicate the behavior, and other details necessary to resolve the problem.
- ww. "Defect Tracking Reports" means providing formal documentation that describes the defects detected, the impact of the problem, the target date for resolution, and ownership of resolution.
- xx. "Deliverable" means one of the quantifiable goods or services that must be provided to the State by the timeframe specified in this contract, and accepted in writing by the State prior to the completion of the Electronic Health Records System project.
- yy. "Deliverable Review and Approval Plan" means a plan outlining the formal process for submitting Contract Deliverables to the State for review and acceptance. It includes timeframes, mechanism to deliver feedback, and formal sign-off forms.
- zz. "Dental Radiograph" means x-rays used to help diagnose damage and disease that is not visible during a clinical dental examination.
- aaa. "Design Review" means a presentation by the Contractor to the State of the initial design of all software components, software configuration items, and State-customized templates that will comprise the Solution
- bbb. functionality. The Contractor shall submit the Design Review documents to the State for review and written approval.
- ccc. "Detox Management" means a program or facility assisting a person to free (someone, such as a drug user or an alcoholic) from an intoxicating or an addictive substance in the body or from dependence on or addiction to such a

substance <https://www.merriam-webster.com/dictionary/detox/detoxification>

- ddd. “DHS” means the United States Department of Homeland Security: federal executive division conceived in the wake of the terrorist attacks of September 11, 2001, to unite domestic national security functions that had previously been spread across some 40 federal agencies into a single, Cabinet-level department. Tenn. Code § 50-1-101 <https://www.merriam-webster.com/legal/Department%20of%20Homeland%20Security>
- eee. “Diagnosis” means the identification of the nature of an illness or other problem by examination of the symptoms.
- fff. “Diagnostic Testing” means any of a number of tests or procedures requested by treatment providers to either detect disease, rule out conditions or diseases, monitor disease progression, or to guide treatment and evaluate treatment effectiveness.
- ggg. “Durable Medical Equipment or DME” means equipment that used for a medical reason, can withstand repeated use, is not typically useful to someone who is not sick or injured, and generally has an expected lifetime of at least three (3) years.
- hhh. “DNR” means Advanced Directive or Do Not Resuscitate directive, instructions given by an offender patient requesting that certain treatments be withheld in keeping with the offender patient’s decision.
- iii. “DSM” means Diagnostic and Statistical Manual of Mental Disorders. <https://www.merriam-webster.com/dictionary/DSM>
- jjj. “Dietary Order” means an order written by an authorized health care professional when a patient has a medical or dental condition that precludes the inmate from eating food prepared for the general population.
- kkk. “Discharge Planning” means the documentation of all medical, behavioral health, housing, programming, educational, vocational and other identified needs that must continue to be met once an offender patient is released from incarceration.
- lll. “Document” means an original or official paper relied on as the basis, proof, or support of something. <https://www.merriam-webster.com/dictionary/document>
- mmm. “Electrocardiogram or EKG” means a test used to detect heart problems and monitor heart health.
- nnn. “Electronic Charting” means a record of medical information about a patient implemented on or by means of a computer: involving a computer.
- ooo. “Electronic Health Records System (EHR)” means either a cloud-based or SAAS product that stores inmate or offender medical records electronically either in a centralized vendor-housed or State-housed environment for retrieval, consultation or sharing by the State or any of the State’s contract partners as needed for purposes including but not limited to treatment, consultation, or auditing.
- ppp. “Electronic Messaging” means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. Electronic messages may include but not be limited to e-mail, a text message, or an instant message.
- qqq. “Electronic Signature” means symbols or other data in digital form attached to an electronically transmitted document as verification of the sender’s intent to sign

the document.

- rrr. “EPCS” means “Electronic Prescribing for Controlled Substances” means written direction for a therapeutic or corrective agent specifically: one for the preparation and use on or by means of a computer: involving a computer of a drug, substance, or immediate precursor included in Schedules I through VII of TCA 39-17-402 <https://www.merriam-webster.com/dictionary/prescription> .(TDOC Policy #113.70)
- sss. “eMAR” is the electronic version of a Medication and Treatment Administration Record (MAR) as defined in definition zzzz below.
- ttt. “Encounter” means a health care contact between the offender patient and the provider who is responsible for diagnosing and treating the offender patient.
- uuu. “Encryption” means the process of converting information or data into a code, especially to prevent unauthorized access.
- vvv. “Episode” means an event that is distinctive and separate but still part of a larger series, likely in a pathological abnormal condition.
- www. “Evidence-based” shall mean an approach to medicine, education, and other disciplines that emphasizes the practical application of the findings of the best available current research.
- xxx. “Expunged” The erasure or destroying of a paper or electronic offender record in accordance with the specifications of a certified court order. (TDOC Policy 512.03)
- yyy. “Facility” means something (such as a hospital) that is built, installed, or established to serve a particular purpose.
- zzz. “FBI” (Federal Bureau of Investigation) means Justice Department agency charged with conducting investigations in cases involving federal jurisdiction.
- “Federal Bureau of Investigation.” *Merriam-Webster.com Legal Dictionary*, Merriam-Webster, <https://www.merriam-webster.com/legal/Federal%20Bureau%20of%20Investigation> . Accessed 23 Jul. 2021.
- aaaa. “Federal Chief Information Officer Council” the principal interagency forum on Federal agency practices for information technology management.
“Federal Chief Information Officer Council.” *usa.gov.com*, USA.GOV <https://www.usa.gov/federal-agencies/chief-information-officers-council> Accessed 23 Jul. 2021.
- bbbb. “FEDRAMP” means the Federal Risk and Authorization Management Program. FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. This approach uses a “do once, use many times” framework that saves an estimated 30-40% of government costs, as well as both time and staff required to conduct redundant agency security assessments. FedRAMP is the result of close collaboration with cybersecurity and cloud experts from the General Services Administration (GSA), National Institute of Standards and Technology (NIST), Department of Homeland Security (DHS), Department of Defense (DOD), National Security Agency (NSA), Office of Management and Budget (OMB), the Federal Chief Information Officer (CIO) Council and its working groups, as well as private industry.
<https://www.gsa.gov/technology/government-it-initiatives/fedramp>

- cccc. “Fast Healthcare Interoperability Resources or FHIR” means a Health Level 7 (HL7) International standard for exchanging healthcare electronically, and describes data formats, elements and an application programming interface.
- dddd. “File Transfer Protocol or FTP” means a standard for the exchange of program and data files across a network.
- eeee. “Final Project Report” means providing formal documentation detailing all services actually performed within the project and comparing them with the originally agreed scope of services. It describes the achieved result and its successful solution.
- ffff. “FISMA” means the Federal Information Security Modernization Act of 2014, which updated the Federal Government’s cybersecurity practices.
- gggg. “Free Text Order” means the act or process of receiving a physician order by text message from an attending physician, or practitioner for a diagnostic or therapeutic intervention to be carried out by responsible supporting staff.
- hhhh. “Forensic Social Worker” or “FSW” means a TDOC social worker with a Master’s degree in social work from an accredited college or university, who has specialized knowledge of screening, assessment, and referral processes for offenders who present mental health and/or substance use problems and who are involved with the criminal justice system.
- iiii. “GANTT Chart” means a project management tool which shows activities such as tasks or events and time timeframe in which they should take place.
- jjjj. “GARCIA” means the information system used by the State’s drug testing contract vendor.
- kkkk. “Gate Passes” mean written or digital approved documents authorizing an offender patient to leave the facility of record, stating the reason for departure, the destination, and timeframe for absence.
- llll. “General Equivalency Diploma Test (GED)” means the high school equivalency test administered by the GED Testing Service. The GED Testing Service is a joint venture of the American Council on Education, which started the GED® program in 1942, and education company Pearson. TCA § 49-6-6001 <https://ged.com/>
- mmmm. “General Services Administration (GSA)” means an independent agency charged with the management of government property and records. The GSA, often in conjunction with private contractors and subcontractors, constructs and operates government buildings, procures, and distributes supplies, operates transportation and communications equipment and services, manages automatic data processing systems, and oversees government document and information security programs. “General Services Administration.” *Merriam-Webster.com Legal Dictionary*, Merriam-Webster, <https://www.merriam-webster.com/legal/General%20Services%20Administration> Accessed 23 Jul. 2021. The Tennessee Department of General Services is responsible for providing goods and services to the State government of Tennessee. Its primary customers are other State departments and agencies. It also serves vendors wishing to do business with the State, and citizens and organizations interested in purchasing surplus State and federal property. T.C.A. § 12-3-1201 <https://www.tn.gov/generalservices/about-dgs.html>
- nnnn. “Health Level Seven” or “HL7” means the set of standards that incorporate file-

based transactions and XML-based Fast Healthcare Interoperability Resources (FHIR) protocols to establish methods to exchange electronic health information.

- oooo. "Hardware or Computer Hardware" means the physical components that a computer system requires to function.
- pppp. "Help Desk" means Solution Contractor or Subcontractor technical support personnel, who are knowledgeable and technically trained to answer/resolve Solution technical support problems for authorized State and other Contractor staff, as well as, address Solution Hardware failures.
- qqqq. "Hepatitis" means an inflammation of liver tissue caused by the A, B, C, D or E hepatitis virus.
- rrrr. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996. (HIPAA) is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge. TN Code § 68-11-1502 (2014) TN Code § 68-11-1503 (2014) "HIPAA." *Cdc.gov*. Center for State, Tribal, Local, and Territorial Support, Public Health Law Program Home Public Health Law. <https://www.cdc.gov/phlp/publications/topic/hipaa.html> Accessed 23 Jul. 2021.
- ssss. "HITECH" means The HITECH Act – or Health Information Technology for Economic and Clinical Health Act – is part of an economic stimulus package introduced during the Obama administration: The American Recovery and Reinvestment Act of 2009 (ARRA). The Act was signed into law by President Barack Obama on February 17, 2009. The HITECH Act was created to promote and expand the adoption of health information technology, specifically, the use of electronic health records (EHRs) by healthcare providers. TCA § 63-2-102 "HITECH." *HIPPA Journal.com* <https://www.hipaajournal.com/what-is-the-hitech-act/> Accessed 23 Jul. 2021.
- tttt. "Human Immunodeficiency Virus or HIV" means the retrovirus that causes AIDS by infecting helper T cells of the immune system.
- uuuu. "ICD-9 to ICD-10 Conversion Plan" means providing formal documentation describing the resourcing and timing of how the ICD-9 codes in use will be converted to ICD-10 codes. ICD-9 was the official system of assigning codes to diagnoses and procedures associated with hospital utilization in the United States. International Classification of Diseases, 10th Revision (ICD-10) is a diagnostic and procedure coding system endorsed by the World Health Organization (WHO). It replaces the International Classification of Diseases, 9th Revision (ICD-9), which was developed in the 1970s. The required transition to ICD-10 for electronic healthcare transactions occurred on October 1, 2015.
- vvvv. "Implantable Cardioverter Defibrillator (ICD)" is a battery-powered device placed under the skin that keeps track of your heart rate. <https://www.heart.org/en/health-topics/arrhythmia/prevention--treatment-of-arrhythmia/implantable-cardioverter-defibrillator-icd>
- wwww. "Implementation Plan" means providing formal documentation defining how a project will be executed. Implementation plans explain the strategic goals and steps involved in a project, define the project completion timeline, and list the resources (including team members) necessary for a successful project
- xxxx. "Infectious Disease / Infection Control" means the precautions taken to prevent the spread of any illness due to infectious agents such as, but not limited to, bacteria, viruses, fungi, or parasites, that may be transmitted by physical contact

or airborne droplets from an infected person to a well person, from an animal to a human being, or from an inanimate object (doorknob, telephone, tabletop, etc.) to a human being.

- yyyy. "Infirmery" means a portion of a TDOC facility set aside for the treatment of inmate patients suffering from medical conditions.
- zzzz. "Influenza" means a disease caused by a virus which infects the respiratory tract.
- aaaa. "Infrastructure Architecture Design (IAD)" means providing formal documentation of a structured and modern approach supporting an organization and facilitating innovation within an enterprise. It includes modeling the hardware elements across an enterprise and their relationship.
- bbbb. "Institution" means a facility or establishment in which people (such as the sick or needy) live and receive care typically in a confined setting and often without individual consent. <https://www.merriam-webster.com/dictionary/institution>
- cccc. "Intake" means activities including establishment of files and examinations and assessments of an offender's physical and mental health, criminogenic risks and needs, supervision, programming and educational needs conducted at commitment or return to confinement.
- dddd. "Interdisciplinary Team Review" means a review of a patient's clinical or treatment record conducted by a group of treatment professionals from various disciplines.
- eeee. "Interface Design" means interfaces created by the Contractor to allow two-way data and information flow between the Contractor's Solution and applications including but not limited to: the State's Offender Management System (OMS), CIPS, GARCIA, TridentConnect, Tennessee Bureau of Investigation, STARLIMS, Tennessee Department of Health, CSMD, TennIIs and TennCare
- ffff. "International Classification of Diseases, Tenth Revision (ICD-10)" shall mean the international diagnostic classification standard for reporting diseases, disorders, injuries and health conditions for all clinical and research purposes.
- gggg. "Interoperability" means the ability of computer systems or software to exchange or make use of information.
- hhhh. "Intervention" means an action taken to improve a situation, especially a medical disorder.
- iiii. "iOS" means the operating system software that operates Apple mobile devices such as iPhones, iPad tablets or MAC desktop computers.
- jjjj. "iPhone" means a smartphone produced and sold by Apple.
- kkkk. "iPad" means a tablet device produced and sold by Apple.
- llll. "Isolation" means the practice of removing an offender patient from general population to prevent the spread of an infectious disease.
- mmmm. "Issue Management Plan" means providing formal documentation of procedures for defining issue controls, issue identification, and resolution and action item tracking over the course of the project.
- nnnn. "The Joint Commission (TJC)" means the United States-based nonprofit tax-exempt 501(c) organization that accredits more than 22,000 US health care

organizations and programs. The international branch accredits medical services all over the world. TCA § 68-11-226 <https://www.jointcommission.org/about-us/>

- ooooo. “Kickoff Meeting Presentation” means the formal project kickoff meeting in which the Contractor and State initiate the project by introducing contractor team, roles and responsibilities, implementation methodology, and schedule.
- ppppp. “Knowledge Transfer Plan” means providing formal documentation that systematically identifies, captures, and documents critical information from experts across a business. It also ensures that this information is structured, stored, and transferred to everyone who could benefit from it.
- qqqqq. “Level of Care” means the categories of health care/and or behavioral health care services to accommodate inmate needs as detailed in TDOC Policy #113.32.
- rrrrr. “Limited English Proficiency or LEP” shall mean an individual who requires interpreting assistance due to a limited ability to speak and comprehend English.
- sssss. “Licensed Practical Nurse or LPN” means 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.
- ttttt. “LOS” means length of stay, the period of time an offender is in a treatment facility such as an external hospital, a medical prison facility or unit or a segregation unit.
- uuuuu. “Master Patient Index” or “Enterprise Master Patient Index” means a database that links or brings together patient records from multiple source systems.
- vvvvv. “Medication and Treatment Administration Record (MAR or eMAR)” means a form used by a qualified health care professional to document the administration of prescribed medications. TDOC Policy 113.71 “eMAR” is the electronic version of a MAR.
- wwwww. “MD” means Doctor of Medicine, a medical physician.
- xxxxx. “Mobile Device” means a computing platform that not meant to be stationary. Examples include but are not limited to laptops, tablets, iPhones, iPads, and Android devices.
- yyyyy. “Modern Technology Platform” means a platform including analytics, database and data management, tools for application development and extension, integration and intelligent technologies such as artificial intelligence (AI), machine learning and the Internet of Things (IoT).
- zzzzz. “Modification and Enhancement Request”, or “MER”, means a written request from the State to the contractor and which includes the requestor name and role, a brief description of the requested modification, the reason or justification for the modification, requirements and specifications, a request for a cost estimate, approximate time (hours) and resources necessary to complete the modification or enhancement, and a requested or mandated delivery date.
- aaaaa. “Monthly Progress Report” means providing formal documentation of work performance information compiled into monthly project documents intended to generate decisions or raise issues, actions, or awareness.
- bbbbb. “Movement(s)” means the act or process of moving especially: change of place

or position or posture. <https://www.merriam-webster.com/dictionary/movements>

- cccccc. “Multidisciplinary Treatment Planning” means plans formulated by clinical professionals from more than one discipline to provide a comprehensive medical or mental health treatment plan of care
- dddddd. “NCCHC (National Commission on Correctional Health Care)” means an independent, non-profit organization dedicated to improving the quality of health care in jails, prisons, and juvenile confinement facilities. NCCHC establishes standards for health services, operates a voluntary accreditation program for institutions that meet those standards, produces resource publications, conducts educational conferences, and offers certification for correctional health professionals. TCA §41-4-101 – 41-4-144 <https://www.ncchc.org/>
- eeeeee. “National Institute of Standards and Technology” or “NIST” means the (NIST) Special Publication (SP) 800-53 provides guidance for the selection of security and privacy controls for federal information systems and organizations. Revision 4 is the most comprehensive update since the initial publication. This update was motivated principally by the expanding threat space and increasing sophistication of cyber-attacks. Major changes include new security controls and control enhancements to address advanced persistent threats (APTs), insider threats, and system assurance; as well as technology trends such as mobile and cloud computing. This white paper provides a full examination of how the NIST changes impact organizations, why privileged accounts are continually targeted by cyber-attackers in APTs, and how the proper implementation of privileged account controls can lessen the attack surface of advanced threats.
www.nist.gov
- fffff. “National Security Administration” or “NSA” means the world leader in cryptology and encompasses both signals intelligence and information assurance products and services and enables computer network operations. 50 USC Ch. 41 <https://www.nsa.gov/>
- gggggg. “Network” means a system of computers or peripherals that are able to communicate with each other.
- hhhhh. “No Shows” means an Offender Patient who did not report for a scheduled appointment.
- iiiiii. “Notification” means the act or an instance of notifying or a written or printed matter that gives notice.
- jjjjj. “OCR” means Optical Character Recognition
- kkkkk. “Offender” means an accused defendant in a criminal case or one convicted of a crime.
- lllll. “Offender Management System (OMS)” means the legacy information system of record used by the State to manage the oversight of inmates and offenders
- mmmmm. “Office of Management and Budget (OMB)” means the office which oversees the implementation of the President’s vision across the Executive Branch carrying out its mission through five main functions across executive departments and agencies: Budget development and execution; Management, including oversight of agency performance, procurement, financial management, and information technology; Coordination and review of all significant Federal regulations from executive agencies, privacy policy, information policy, and review and assessment of information collection requests; and Clearance and coordination

of legislative and other materials, including agency testimony, legislative proposals, and other communications with Congress, and coordination of other Presidential actions. Clearance of Presidential Executive Orders and memoranda to agency heads prior to their issuance. TCA § 5-21-111
<https://www.whitehouse.gov/omb/>

- nnnnnn. “Office of the National Coordinator for Health Information Technology (ONC)” means the principal federal entity charged with coordination of nationwide efforts to implement and use the most advanced health information technology and the electronic exchange of health information. The position of National Coordinator was created in 2004, through an Executive Order, and legislatively mandated in the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009. ONC is organizationally located within the Office of the Secretary for the U.S. Department of Health and Human Services (HHS). TCA § 56-2-125 <https://www.healthit.gov/topic/about-onc>
- oooooo. “Offline” means the operation of a computer hardware and software system when the system is not connected to either an internal or external network.
- pppppp. “Open-Ended Order” means a medical order with no specified end date, and that services are to continue to be provided until specified as no longer necessary at some undefined later date.
- qqqqqq. “Operations Manual” means providing formal solution documentation required by an organization to maintain, operate, and support the solution delivered by the project.
- rrrrrr. “Order” means written or digital directives from a physician detailing the discipline responsible for providing treatment services, the frequency services should be provided and how long the service(s) should be provided.
- ssssss. “Order Sets” or “Clinical Order Sets” means a pre-defined template that provides support in making clinical decisions for a specific condition or medical procedure.
- tttttt. “Organizational Change Management (OCM) Plan” means providing formal documentation that describes the objectives, strategy, and tools needed to support stakeholders in adopting the solution with minimal disruption. The Contributions to Department OCM Plan details what responsibilities and resources the contractor will provide to support the completion of the plan.
- uuuuuu. “Outgoing Transition Plan” means A plan consisting of formal documentation that indicates completion of the project and the transfer of the completed project deliverables to others, such as an operations group.
- vvvvvv. “Pain Assessment Scale or Pain Assessment Tool” means instruments provided by the National Initiative on Pain Control (NIPC) to assist in assessing the severity and quality of pain being experienced by an offender patient.
- wwwwww. “Pain Intensity Scales” means a tool used by clinicians to rate the severity of an offender patient’s pain to determine the correct dose of a drug to reduce the intensity of pain.
- xxxxxx. “Parole” means the release of a prisoner to the community by the Tennessee Board of Parole (BOP) prior to the expiration of the offender’s sentence.
- yyyyyy. “Parole Technical Violator Diversion Program (PTVDP)” means a program where a parolee who has violated the conditions of his parole, but has not committed a new felony, can have their parole revoked and granted in the same action.

- zzzzzz. “Patient Education” means printed or digitally provided information provided to a patient to explain what the patient needs to do and why, when the patient can/should expect results, warning signs, what to do if a problem occurs, and who the patient should contact if they have questions or concerns.
- aaaaaaa. “Physical Therapy/Therapist” or “PT” means an allied health practitioner who promotes health through physical examination, diagnosis, patient education, physical intervention and health promotion. The goal of physical therapy or physiotherapy is to improve mobility, restore function, reduce pain and prevent further injury by a variety of methods including but not limited to exercises and stretches.
- bbbbbbb. “Pilot / Pilot Test / Pilot Implementation” means the first production use of the system at one or more facilities to validate the solution meets TDOC’s requirements in a live operational environment.
- ccccccc. “Plan of Care” means a plan developed by medical or behavioral health practitioners that indicate the type(s) of services and items needed, how often services should be received, and predicted treatment outcomes.
- ddddddd. “Pneumococcal” means related to the lung infection caused by the pneumococcal bacterium
- eeeeeee. “Pre-Implementation Assessment” is a series of activities undertaken at the stage of preparing an IT project. The primary goal is to translate business assumptions into technical descriptions. It is a specification of all work that must be done to implement a solution successfully.
- ffffff. “Post-Implementation Assessment Report” means providing formal documentation detailing whether project objectives were met, how effectively the project was run, and lessons learned for the future and ensures that the organization gets the greatest possible benefit from the project.
- ggggggg. “(PREA) Prison Rape Elimination Act” means the Federal legislation which was enacted and signed by President George W. Bush in 2003 to prevent, detect, and respond to prison rapes, sexual assaults, and sexual harassment within the United States. (as defined by TDOC 502.06) Department of Justice Title 28 Code of Federal Regulations Part 115 <https://www.tn.gov/correction/sp/prison-rape-elimination-act.html>
- hhhhhhh. “Project Steering Committee” means STS staff, TDOC Executive Leadership and TDOC staff overseeing and involved with procurement, system design, testing and implementation
- iiiiiii. “Prompt” means an Electronic Health System interaction intended to move State or Contractor Health or Behavioral Health Staff to take a particular action.
- jjjjjjj. “Probation” means the release by a court of a person found guilty of a crime without imprisonment, subject to conditions imposed by the court and subject to the supervision of the Department of Correction.
- kkkkkkk. “Provider(s)” means a licensed or credentialed clinical professional who administers care or treatment to an offender patient.
- lllllll. “Provisional Order” means an order serving a temporary use while more permanent arrangements can be made.
- mmmmmmm. “Quarantine” means a place of isolation where offenders who have been

exposed to an infectious disease are placed.

- nnnnnnn. “Quarterly Service Level Report” means providing formal documentation that includes a customized collection of metrics about technical system indicators for a dedicated solution landscape.
- ooooooo. “Reentry” means return from the institution to the community at large outside of the facility
- ppppppp. “Reference Ranges” or “Reference Intervals” mean the group of values that are considered normal for a measurement in healthy individuals.
- qqqqqqq. “Reentry Support” shall mean providing all documentation, treatment and programming contact information, medication, and training to an offender to assist in the offender’s successfully leaving the institution and reentering the community at large.
- rrrrrrr. “RN” means 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.
- sssssss. “Release Management Plan” means providing formal documentation of the detailed plan that defines the process of planning, designing, scheduling, testing, deploying, and controlling software releases. It ensures that release teams efficiently deliver the applications and upgrades required by the business while maintaining the integrity of the existing production environment.
- ttttttt. “Requirement Verification and Specification” means providing formal documentation of the specification including examining the business needs in light of the solution to specify specific solution requirements. Requirements verification constitutes a check by the business analyst and key stakeholders to determine that the requirements and designs are ready for validation and provides the information needed for further work to be performed.
- uuuuuuu. “Resource Management Plan” means providing formal documentation that provides guidance on how project resources should be categorized, allocated, managed, and released over the course of the project.
- vvvvvvv. “Risk Management Plan” means providing formal documentation of the approach for identifying, analyzing, and monitoring risks over the course of the project.
- wwwwwww. “Role-Based Security” means a principle used by software developers to limit access or restrict operations according to a user’s role within the system or organization.
- xxxxxxx. “Ruggedized Tablets” mean tablets specifically designed to operate reliably in harsh usage environments and conditions, including but not limited to strong vibrations, extreme temperatures and wet or dusty conditions.
- yyyyyyy. “Software as a Service or SaaS” means the elements of the Solution that are an integrated package of Software, applications, platform, technical framework, security infrastructure, and related services delivered by Contractor under this Contract as a subscription.
- zzzzzzz. “SAS 70” means a security audit or detailed report by a certified public accountant (CPA) or licensed public accounting firm.
- aaaaaaa. “Scan” means an image formed by scanning something: such as

1. a depiction (such as a photograph) of the distribution of a radioactive material in something (such as a bodily organ)
 2. an image of a bodily part produced (as by computer) by combining ultrasonic or radiographic data obtained from several angles or sections.
- bbbbbbbb. "Scheduling" means the making of an appointment for medical or behavioral health care, possibly outside of the resident facility, as well as notifying and arranging for offender transportation to the appointment.
- cccccccc. "Search" means the examination of a person's body, property, or other area
- dddddddd. "Seclusion" means the placement of an offender in a monitoring cell, allowing for the secure management of an offender who exhibits suicidal or other self-destructive behaviors, and must be placed in therapeutic restraints.
- eeeeeeee. "Secure Shell" or "SSH" means a cryptographic network protocol for operating network services over an unsecured network.
- ffffff. "Segregation Unit" means the housing of inmates in special units separate from the general population. TDOC Policy 506.14 defines these as
1. Administrative Segregation: The non-punitive segregation of inmates, for control purposes, who are believed to be a threat to the security of the institution, the welfare of staff, or to other inmates and the community.
 2. Mandatory Administrative Segregation: The assignment to a segregation housing unit for inmates on administrative segregation or those inmates in the physical custody of the Department by court order for safekeeping, dependent upon the inmate's classification assignment. (See Policy #401.05)
 3. Maximum Security Administrative Segregation (MSAS): The purposeful separation of inmates which are a threat to the safety and security of an institution, the welfare of staff, inmates, or public due to past or current acts of violence and/or escape or are committed to the Department under the sentence of death.
 4. Punitive Segregation: The confining of an inmate as a result of a disciplinary conviction for no longer than 30 days, as punishment for the commission of an infraction.
- gggggggg. "Secure File Transfer Protocol" or "SFTP" means a secure version of File Transfer Protocol and a part of the SSH Protocol for easy data transfer and data access over a Secure Shell (SSH) data stream.
- hhhhhhhh. "Sexually Transmitted Diseases or STDs" means diseases or infections that are passed from one person to another during sexual activity or intimate personal contact.
- iiiiiiii. "Sick Call" means an organized method by which inmates are evaluated and treated for non-emergency health care requests by qualified health care professionals. (TDOC Policy 113.31)
- jjjjjjjj. "Systematized Nomenclature of Medicine (SNOMED CT)" means one of a suite of designated standards for use in U.S. Federal Government systems for the electronic exchange of clinical health information and is also a required standard

in interoperability specifications of the U.S. Healthcare Information Technology Standards Panel. It can be mapped to other coding systems such as ICD-10, and includes extensive, scientifically validated clinical content.

- kkkkkkkk. “SOC-2” means the American Institute of Certified Professional Accountants (AICPA) Service Organization Control Reporting Framework.
- llllllll. “Software Test Results” means providing formal documentation detailing the results of individual unit, system, integration, and performance tests. The document also summarizes all test activities and final project test results. The report is an assessment that enables stakeholders to evaluate whether the implementation is ready to go live.
- mmmmmmmm. “Specialty Service” means services provided by a specialist practicing a particular area of medicine including but not limited to audiology, cardiology, dermatology, ear, nose and throat, gastroenterology, orthopedics, podiatry, pulmonology, radiology, or urology.
- nnnnnnnn. “Solution” means the sum of the Services, including work product, Deliverables, intellectual property, and Documentation described in a Proforma that comprises the system, functionality, and operations that Contractor will deliver under this Contract.
- oooooooo. “Solution Design” means providing formal documentation of precise technical documents that include the definition of the functional feature set or scope, the technical solution approach and architecture, guidelines for designing or configuring the user interfaces, and the functional and technical specifications with a full-fledged visual prototype.
- pppppppp. “Spirometry” means one of a type of tests that assess how well the lungs work by measuring lung volume, capacity, rates of flow and gas exchange.
- qqqqqqqq. “SQL” means Structured Query Language a domain-based specific language used in programming and designed to manage data in a relational database management system (RDBMS) or for stream processing in a relational data stream management system (RDSMS)
- rrrrrrrr. “SQL Compliant” means adhering to rules laid for SQL.
- ssssssss. “STRONG-R or VRNA” means Static Risk Offender Needs Guide for Recidivism. A validated risk/needs assessment instrument that utilizes motivational interaction and interview techniques to collect offender-specific information to more accurately identify crime-producing attributes of each inmate/offender/resident and to make more appropriate and productive recommendations for the inmate’s level of programming. (*TDOC Policy 506.10*)
- tttttttt. “Statewide Continuous Quality Improvement Committee (SCQI)” A group of clinical providers appointed by the Commissioner or designee to identify opportunities for quality improvement, evaluate outcomes through quality indicators, and evaluate risk management processes. (*TDOC Policy 113.09*)
- uuuuuuuu. “Substance Use Disorder or SUD” means a program created and structured to treat the medical condition in which the use of one or more substances leads to a clinically significant impairment or distress, and where the user needs alcohol or another substance to function normally.
- vvvvvvvv. “Suicide Monitoring or Suicide Watch” means the monitoring of an inmate who has made written or verbal threats or performed acts which if acted on would cause serious injury or death, placing said inmate in a safe environment, so that

he/she may be observed continuously and provided for in a therapeutic manner.

- wwwwwww. "Support and Maintenance Plan" means providing formal documentation that details the software update entitlement, the technical support services made available by the contractor during the maintenance and support term, and details on how the maintenance and support plan works.
- xxxxxxx. "Supportive Living Units (SLUs)) 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. (*TDOC policy 113.87*)
- yyyyyyy. "(TB) TUBERCULOSIS" means. <https://www.merriam-webster.com/dictionary/tb>
- zzzzzzz. "TDOH" means the "Tennessee Department of Health", a Cabinet-level agency within Tennessee state government charged with the protection, promotion and improvement of the health and prosperity of people of Tennessee. TCA § 68-1-101
- aaaaaaaa. "Test Plan" means providing formal documentation that details how tests will be performed and includes defining test objectives, approach, tools, acceptance criteria, test environment, test schedules, team responsibilities, and composition.
- bbbbbbbb. "Training Plan" means providing formal documentation that communicates to management and stakeholders details of the proposed training program, including trainers, materials, and other resources.
- cccccccc. "Treatment Plan" means a documented plan that describes a patient's condition and procedure(s) that will be needed, detailing the treatment to be provided, the expected outcome, and expected duration of the treatment prescribed by the physician or clinician.
- dddddddd. "TridentConnect" is the TRIDENTCARE online ordering and results system used by practitioners, clinicians and patients to improve the accuracy of information and patient care, save time and support compliance.
- eeeeeeee. "Uniform Crime Reporting (UCR)" is a nationwide, cooperative, statistical effort of more than 18,000 law enforcement agencies voluntarily reporting data on crimes brought to their attention. <https://health.gov/healthypeople/objectives-and-data/data-sources-and-methods/data-sources/uniform-crime-reporting-system-ucr> TCA § 38-10-103
- ffffff. "User Acceptance Testing (UAT)" means providing formal documentation of the last phase of the software testing process that verifies whether a solution fulfills business requirements and can be used by end-users.
- gggggggg. "Verbal Order" or "Telephone Order" means directives from a physician detailing the discipline responsible for providing treatment services, the frequency services should be provided and how long the service(s) should be provided, conveyed verbally or via telephone.
- hhhhhhhh. "Weekly Status Report" means providing formal documentation of work performance information compiled into a weekly project document intended to generate decisions or raise issues, actions, or awareness.
- iiiiiiii. "Windows" means the Microsoft operating system software for desktop and laptop computers or tablets.

jjjjjjjj. "Work Breakdown Structure" means the hierarchical decomposition of the total scope of work to be carried out by the project team to accomplish the project objectives and create the required deliverables. Each descending level of the WBS represents an increasingly detailed definition of the project work

A.3. System Overview. The Contractor shall provide a solution that ensures that providers of all disciplines have immediate access to a patient's health records, including the following:

A.3.a. Continuity of Care

A.3.a.1. Providing real-time access to medical records to health service clinicians regardless of location or care setting;

A.3.a.2. Enabling electronic exchange of standard medical data with external partners; and

A.3.a.3. Enabling effective transition of case management to community providers upon offender discharge.

A.3.b. Enabling Evidence-based Decision Making. The Contractor's solution shall be capable of the following:

A.3.b.1. Establishing real-time reporting for incident response, identifying at-risk patients, and wellness program support;

A.3.b.2. Leveraging population studies supporting health policy decisions; and

A.3.b.3. Automating clinical best practice and decision support to ensure optimal decisions - defined as nurses and physicians providing the best treatment and care for inmate patients--by providing treatment suggestions based on best medical practices.

A.3.c. Provider Efficiency. The Contractor's solution shall improve overall provider efficiency and patient care by:

A.3.c.1. Implementing standardized workflows based across all correctional facilities;

A.3.c.2. Establishing management reporting that provides accurate, timely information to support administrative oversight; and

A.3.c.3. Facilitate daily monitoring of outstanding tasks, infectious disease occurrences, and overall population health indicators.

A.3.d. Solution Architecture. The Department requires a SaaS / cloud hosted solution which is to be deployed across all fourteen (14) Correctional sites. The Contractor's solution must:

A.3.d.1. Be an established product that is currently in use at other State or Federal Correctional facilities (re., prisons);

A.3.d.2. Satisfy the Department's defined requirements as documented in RFP Attachment 6.7 - EHR Requirements Matrix and Pro Forma Attachment Six;

A.3.d.3. Operate on a modern technology platform enabling ease of maintenance and adaptability to future changes;

A.3.d.4. Be accessible from any facility;

A.3.d.5. Be readily interfaced with external Health Service partners including but not limited to the following:

- A.3.d.5.a Offender Management System (OMS);
- A.3.d.5.b CIPS – Pharmacy;
- A.3.d.5.c GARCIA – Labs;
- A.3.d.5.d TridentConnect – Radiology;
- A.3.d.5.e Tennessee Bureau of Investigation - DNA needs to be on file;
- A.3.d.5.f STARLIMS State Lab - (Intake) HIV, HEP, RPR, STDs, etc.;
- A.3.d.5.g Tennessee Department of Health;
- A.3.d.5.h CSMD - Tennessee's prescription drug monitoring program, named the Controlled Substances Monitoring Database (CSMD);
- A.3.d.5.i TennIIS - TennIIS is a statewide immunization information system (IIS) managed by the Tennessee Department of Health;
- A.3.d.5.j TennCare - Tennessee's managed Medicaid agency; and
- A.3.d.5.k Health Information Exchange (HIE).

- A.3.e. Solution Expansion. The Contractor's solution must possess expansion capabilities for future implementation at additional TDOC facilities and Tennessee county jails.
- A.3.f. Data Migration. The Contractor's solution must migrate legacy data from other State systems into its database prior to site activation as specified in Data Migration Plan as detailed in Section A.4.f
- A.3.g. Document Scanning. The Contractor's solution must support the scanning and indexing of paper-based medical records associating documentation to a patient with notation of type of document
- A.3.h. Reporting. The Contractor's solution must support enterprise level reporting
- A.3.i. Solution Support. The Contractor's solution be supported by the Contractors Helpdesk 365 x 24 x 7
- A.3.j. Technology Standards. The Contractor's solution must align with State of Tennessee technology strategy and standards
- A.3.k. Project Milestones. In order to achieve these goals, the State has established the following key milestones for TDOC's Solution:
 - A.3.k.1. Project Initiation / Project Management Planning milestone shall be satisfied upon the State's acceptance of the completed Program level Kickoff and Project Management Plan(s);
 - A.3.k.2. Solution Design milestone shall be satisfied upon the State's acceptance of the completed TDOC Model Design that facility configurations will be based upon. The TDOC Model Design includes the Infrastructure Architecture Design, Requirements Verification and Specification, Solution Design Documents, and Interface Design;
 - A.3.k.3. Site Discovery / Gap Analysis milestone shall be satisfied upon the State's acceptance of the completed sites visits that encompass Facility Level Kickoff, Workflow Validation, Technical Assessment, and Presentation of Gap Analysis;
 - A.3.k.4. System Configuration / Construction milestone shall be satisfied upon the State's acceptance of the completed System Configuration that encompasses Workflows, Orders / Order Sets, Security / Roles, Reports, Forms, Interfaces, etc.;
 - A.3.k.5. Data Conversion milestone shall be satisfied upon the State's acceptance of the completed Data Conversion that encompasses all agreed upon data;

- A.3.k.6. Unit / System / Integration Testing milestone shall be satisfied upon the State's acceptance of the completed Contractor Testing;
- A.3.k.7. Training milestone shall be satisfied upon the State's acceptance of the completed required facility-based super-user and end-user training;
- A.3.k.8. User Acceptance Testing milestone shall be satisfied upon the State's acceptance of the completed Department Acceptance Testing;
- A.3.k.9. Disaster Recovery & Business Continuity Planning milestone shall be satisfied upon the State's acceptance of the completed Disaster Recovery Test and acceptance of Business Continuity Plans;
- A.3.k.10. Pilot Site(s) Activation milestone shall be satisfied upon the State's acceptance of the Pilot Test Results;
- A.3.k.11. Pilot Site(s) Transition To Support milestone shall be satisfied upon the State's acceptance of the transition of support to the Contractor's Helpdesk and Maintenance and Support organization;
- A.3.k.12. Statewide Site(s) Activation milestone shall be satisfied upon the State's acceptance of the Statewide Deployment Results; and
- A.3.k.13. Statewide Site(s) Transition To Support milestone shall be satisfied upon the State's acceptance of the transition of support to the Contractor's Helpdesk and Maintenance and Support organization for all sites.

A.4. Deployment Approach. The Contractor shall ensure that it meets the following key milestones as set forth in this Contract, including the following:

A.4.a. Kickoff Meeting and Presentation. The Contractor shall participate in a State-led Kickoff meeting. The purpose of the Kickoff Meeting shall be to introduce the Contractor to State project stakeholders, and ensure agreement regarding project objectives, roles and responsibilities, strategy, and known risks. The Contractor shall prepare and deliver a presentation for the kickoff meeting that:

- A.4.a.1. Introduces the Contractor team denoting roles and responsibilities;
- A.4.a.2. Provides an understanding of the overall Implementation methodology;
- A.4.a.3. Provides an understanding of the proposed implementation schedule including key milestones;
- A.4.a.4. Provides an understanding of how the Contractor will manage the project; and
- A.4.a.5. Within seven (7) calendar days after the Contract Period Effective Date, the Contractor shall conduct the Kickoff meeting presenting the Project Team Organization Chart, Project Team Roster with Roles and Responsibilities, Implementation Methodology, High-Level GANTT with key milestones, and Project Management approach.

A.4.b. Start-up / Incoming Transition Plan. The Contractor shall coordinate with the State to plan and implement an onboarding process for the Contractor team personnel. Within fourteen (14) calendar days after the Contract Period Beginning Date, the Contractor shall submit the Start-up / Incoming Transition Plan to the State for review and acceptance. The plan shall include the following:

- A.4.b.1. State transition of historic project knowledge assets to the Contractor;
- A.4.b.2. Orientation program to introduce State personnel, programs, and users to the

Contractor's team, tools, methodologies, and business processes, including facility level kickoffs, workflow validation, technical assessments and presentation of a Site Discovery / Gap Analysis reports as referenced in Section A.3.k.3 of this Contract;

A.4.b.3. Completion of all applicable State and Federal security training, including remote Pre-Service Training and Contractor On-Site Orientation; and

A.4.b.4. Completion of applicable state background checks.

A.4.c. Project Management and Reporting. The Contractor shall designate a single Project Manager to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure that its Project Manager provides sufficient management of the project to ensure that all project activities are performed efficiently, accurately, and on schedule. The Contractor Project Manager shall coordinate as necessary with the State Project Director, who will serve as the State's primary point of contact with the Contractor. The Contractor Project Manager shall ensure timely and accurate submission of project management Deliverables to the State Project Director as listed below:

A.4.c.1. Project Management Plan. The Contractor shall work with the State Project Director to develop a master Project Management Plan that describes the approach, activities, stages, stage entrance / exit criteria, duration, risks, and implementation for all project work. The Contractor shall be responsible for the development and ongoing maintenance of the master Project Management Plan. Within forty-five (45) calendar days after the Contract Period Beginning Date the Contractor shall submit the Project Management Plan to the State for review and acceptance. The Project Management Plan shall include the following:

A.4.c.1.a. Work Breakdown Structure (WBS) and Project Schedule that lists the work packages to be performed for the project, and a schedule baseline that will be used as a reference point for managing project progress as it pertains to schedule and timeline. The Work Breakdown Structure shall include both Contractor and State tasks;

A.4.c.1.b. Resource Management Plan that describes how the Contractor will staff all of their resources for the project, what skills sets are required, vacation time, and the hiring and firing of contractor personnel;

A.4.c.1.c. Risk Management Plan that describes a plan for documenting potential project risks, mitigation strategies, and risk management processes;

A.4.c.1.d. Issue Management Plan that describes a plan for documenting, tracking, and reporting issues, including the process for elevating issues for joint management decision by the Contractor and the State;

A.4.c.1.e. Change Management Plan that describes a proposed plan for managing project changes including, but not limited to processes, scope, resources, and implementation;

A.4.c.1.f. Configuration Management Plan that describes procedures for version control for all Deliverables and artifacts, including configurations, documentation, executables, execution plans (including rollback). The Configuration Management Plan shall include a process to ensure the status of all existing Deliverables is known; that only approved versions are released for production use; that prior released versions can be recreated; and that changes are

made to released Deliverables only when authorized by the State. The Plan needs to specify where Deliverables and artifacts are to be stored and who can access;

A.4.c.1.g. Release Management Plan (RMP) that outlines procedures for release and deployment of system components, including details on how the Contractor will manage the release of all software upgrades. The RMP shall include, at a minimum, the following components:

A.4.c.1.g.1. The Contractor's System Development Life Cycle (SDLC) for modifying, testing, and installing changes including the roles and responsibilities of the Contractor and the State in the installation of releases in the test, training, and production environments;

A.4.c.1.g.2. Identification and definition of the development, testing, and training environments to be used by the Contractor and the State, including Contractor and State access requirements to said environments;

A.4.c.1.g.3. Approach for monitoring, planning, and installing patches, releases, and upgrades; and

A.4.c.1.g.4. Plan for installing emergency hardware and software changes.

A.4.c.2. Deliverable Review and Approval Plan that outlines the formal process for submitting Contract Deliverables to the State for review and acceptance. Within thirty (30) calendar days after the Contract Period Beginning Date, the Contractor shall submit the Deliverable Review and Approval Plan to the State for review and acceptance. The Deliverable Review and Approval Plan shall include timeframes, mechanism to deliver feedback, and formal sign-off forms.

A.4.c.3. Weekly Status Report. The Contractor shall prepare and submit to the State Project Director a Weekly Status Report. The Contractor shall ensure that the Weekly Status Report contains a synopsis of the status of activities, outstanding issues and expected resolution dates, expended level of effort, key risks/issues, and past due and at-risk tasks. The Contractor shall provide, at a minimum, open functional and technical questions, requests for information, schedule for resources for the coming week, and requests for documentation. The Weekly Status Report shall be submitted to the State no later than close of business on the first business day of each week.

A.4.c.4. Monthly Progress Report. The Contractor shall prepare and submit to the Project Steering Committee a Monthly Progress Report throughout the Contract duration. The Monthly Progress Report shall be submitted to the State no later than the fifth (5th) of each month. The Contractor shall ensure that the monthly Progress Reports contain, at a minimum:

A.4.c.4.a. Progress towards project milestones;

A.4.c.4.b. Explanations of schedule variances relative to the previous month's progress report and the baseline schedule and cost projections;

A.4.c.4.c. Updates on implementations;

A.4.c.4.d. Status of deliverables;

A.4.c.4.e. Action Items and status;

A.4.c.4.f. Status of Modification and Enhancement Requests (MERs); and

A.4.c.4.g. Updated Work Breakdown Structure including incorporated Department tasks.

A.4.c.5. Project Schedule Reporting. The Contractor shall track progress against the Work Breakdown Structure (WBS) / Project Schedule and shall report progress to the State in the Weekly Status Report. The Contractor shall ensure that the report includes, at a minimum, an assessment of progress against the project workplan / work breakdown structure for both Contractor and State tasks, and any slipped or slipping tasks. For any planned tasks that are not worked or completed during the reporting period, the Contractor shall include an explanation of the failure to meet the schedule and detailed plans to overcome the failure and prevent its recurrence.

A.4.c.6. Outgoing Transition Plan. The Contractor shall create and deliver a draft Outgoing Transition Plan within six (6) months of the Contract Beginning date. The Contractor shall update the draft Plan every six (6) months thereafter. A final Outgoing Transition Plan shall be prepared and delivered to the State no later than three (3) calendar months prior to the Contract Ending Date.

The Outgoing Transition Plan shall describe how the Contractor will assist the State in planning and implementing a complete transition in the months before and at the expiration of the Contract. This shall include formal coordination with State staff and successor staff and management. The Outgoing Transition Plan must address transition of Data and Services from Contractor and its subcontractors to Department and to any contractors that Department designates, without causing any unnecessary interruption of or adverse impact on the Services. Additionally, the plan shall include:

A.4.c.6.a. Transfer of any applicable software licenses;

A.4.c.6.b. Migration of TDOC data to new solution;

A.4.c.6.c. Transfer of all applicable documentation to include all documents prepared pursuant to this Contract;

A.4.c.6.d. Disposition of any Contractor purchased TDOC owned assets, including computer equipment; and

A.4.c.6.e. Return of all State keys, ID/access cards, and security codes.

A.4.d. Hosting. The Contractor Solution must be robust, responsive, and scalable as defined by, FedRamp, NIST and State standards and shall have ninety nine-point nine percent (99.9%) uptime. The State prefers a FedRamp government cloud-hosted solution. All Department data stored off-site (including data in the cloud) shall be stored in a Contractor hosted environment with data centers residing within the continental United States of America. Within forty-five (45) days the Contract Period Beginning Date, the Contractor shall present its Architecture Design that encompasses the following:

A.4.d.1. Enterprise Architecture - Design and deploy in collaboration with the State an Enterprise Architecture including ancillary and any third-party solutions needed to meet the requirements of the TDOC Solution.

A.4.d.2. Security. The Contractor shall develop an overall Security Plan that details:

A.4.d.1.a. How the Contractor hosted EHR is protected;

A.4.d.2.b. How data in transit and at rest is secure / encrypted;

A.4.d.2.c. How the Solution integrates with the State's Active Directory; and

A.4.d.2.d. How role-based security is defined and managed.

A.4.d.3. System Availability. The Contractor shall provide support services for the TDOC

EHR to ensure the availability of the System 99.9% of the time calculated by the minute on twenty-four (24) hours a day, seven (7) days a week basis. In the event this service availability target is not met, Contractor shall give the State a pro-rated service credit towards the monthly support and maintenance costs.

A.4.e. Solution Design Standards

A.4.e.1. The Contractor is responsible for ensuring that the proposed Solution design and implementation is at a minimum compliant with the standards listed below and that system upgrades maintain compliance.

A.4.e.1.a. The State STS Security Policies <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html> as may be revised.

A.4.e.1.b. ISC Information Resources Policies <https://www.tn.gov/content/tn/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies/isc-information-resources-policies.html>

A.4.e.1.c. If a need arises during the project for an additional standards exception, the Contractor shall submit a written request through the State's established exception review process. The State will review the request and provide a written disposition on the request. If the State denies the request, the Contractor shall implement an acceptable solution at no additional cost to the State.

A.4.e.2. The State is responsible for providing power, network connectivity and adequate bandwidth at each site the TDOC Solution is to be deployed. Additionally, the State shall procure and support any end-user hardware, devices, and peripherals required to support TDOC Solution. The Contractor shall define the network, desktop, device, and peripheral requirements for each site.

A.4.e.3. Requirements Verification and Specification. The Contractor shall work with State project team members, as identified by the State, to verify the requirements outlined in RFP Attachment 6.7 – EHR Requirements Matrix and Contract Attachment Eight to map and document the extent to which the Contractor's Solution meets each requirement. The Contractor shall use its responses to RFP Attachment 6.7 – EHR Requirements Matrix for the verification process. The Contractor shall document any necessary requirements changes or requirement gaps identified during the requirements verification process.

At a date mutually agreed upon by the State and Contractor and in accordance with the Project Schedule, the Contractor shall prepare and deliver to the State for review and approval a Requirements Verification and Specification Plan that includes:

A.4.e.3.a. Recommendations for improvements to the requirements included in the TDOC EHR RFP; and

A.4.e.3.b. A Requirements Traceability Matrix specifically for the TDOC Solution, which contains the requirements from RFP Attachment 6.7, the EHR Requirements Matrix, and documentation of any changes or gaps identified during the requirements verification process.

The Contractor shall not proceed with the Pilot Implementation Rollout phase until the Requirements Verification and Specification Plan is completed and accepted, in writing, by the State.

A.4.e.4. Standardized Solution Design. The Contractor shall be responsible for facilitating

the design of the Solution and subsequently performing a site-based gap analysis identifying areas where either the Solution design needs to be amended or site-based workflows need to change. The Contractor shall create and deliver to the State design documentation that shall include, at a minimum, the following:

A.4.e.4.a. TDOC Solution requirements as documented in the State-Approved Requirements Verification and Specification Plan, including reporting requirements

A.4.e.4.b. Role Based Curriculum that describe how end-users perform routine tasks

A.4.e.4.c. Security Design, including: all Security Requirements as described in STS Security Policy Documentation found here:

<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>

A.4.e.4.d. Any design specifications needed to meet the Business Associate Agreement, or "BAA," ; and the State's Enterprise Information Security Policies as may be revised.

The Contractor shall participate in a design review in order to present the initial design of all software components, software configuration items, and State-customized templates that will comprise the Solution functionality. The Contractor shall submit the Design Review to the State for review and approval. The Design Review shall be presented to the State as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State. The Design Review shall include at least business rules, user interface/presentation layer, workflow process documentation, application architecture, interface control documents / application programmer interfaces ("APIs"), database design, and security design.

A.4.e.5. Interface Design.

A.4.e.5.a. The Contractor's Solution must interface with each of the applications identified below. The Contractor shall create and implement a bi-directional, real-time Interface Design that includes the following interfaces:

- A.4.e.5.a.i. OMS;
- A.4.e.5.a.ii. CIPS – Pharmacy;
- A.4.e.5.a.iii. GARCIA – Labs;
- A.4.e.5.a.iv. TridentConnect – Radiology;
- A.4.e.5.a.v. CODIS - Tennessee Bureau of Investigation - DNA needs to be on file;
- A.4.e.5.a.vi. STARLIMS State Lab – (Intake) HIV, HEP, RPR, STDs, etc.;
- A.4.e.5.a.vii. Tennessee Department of Health;
- A.4.e.5.a.viii. CSMD – Tennessee's prescription drug monitoring program, named the Controlled Substances Monitoring Database (CSMD);
- A.4.e.5.a.ix. TennIIS - TennIIS is a statewide immunization information system (IIS) managed by the Tennessee Department of Health; and
- A.4.e.5.a.x. TennCare - Tennessee's managed Medicaid agency IS.

A.4.e.5.b. The Contractor shall work with TDOC and partners to design the interfaces according to the requirements contained in RFP Attachment 6.7 and Pro Forma Attachment Eight EHR Requirements Matrix. The

Contractor shall submit the Interface Design As mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State. The Contractor's Interface Design shall include the following for each interface:

- A.4.e.5.b.i. Detailed file / message specifications;
- A.4.e.5.b.ii. Plan for establishing / deploying interface feeds to correspond to respective site activation;
- A.4.e.5.b.iii. Plan for monitoring HL7 data feeds; and
- A.4.e.5.b.iv. Plan for handling HL7 errors.

A.4.f. Data Migration Plan. The Contractor shall work with the State and the current OMS and CIPS Vendor to develop a plan that describes the strategy, approach, and design for migrating existing service recipient data to the TDOC EHR. The Data Migration Plan shall include a strategy that addresses the phased deployment of the TDOC Solution and shall include analysis for the migration of key demographic and limited health data. The Contractor shall submit the Data Migration Plan to the State in a timeframe as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State. At a minimum, the Contractor shall ensure that the Data Migration Plan includes, the following:

- A.4.f.1. Patient demographic;
- A.4.f.2. Current and historical medication orders and allergies;
- A.4.f.3. High-level health data (re., durable medical equipment, visual impairment, etc.) as maintained in OMS;
- A.4.f.4. As available: Lab Results; and
- A.4.f.5. As available: Radiology Reports.

A.4.g. Test Plan. The Contractor shall develop and deliver a Test Plan describing how the Contractor will coordinate, manage, and conduct thorough testing of the TDOC Solution prior to delivery to the State for User Acceptance Testing (UAT). The Test Plan shall include, at a minimum, testing all functionality, reports, forms, correspondence, notices, interfaces, security, and data migration. The Contractor shall document the inputs, outputs, problems identified, and corrections to the Test Plan, in the form of a functional test results document. Functional testing shall be performed by the Contractor. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module.

The Contractor shall deliver the Test Plan in a timeframe as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.

A.4.g.1. The Contractor shall ensure that the Test Plan includes preparations required for system testing, including at a minimum:

- A.4.g.1.a. Creating the appropriate test environment(s);
- A.4.g.1.b. Installing the TDOC Solution in the test environment;
- A.4.g.1.c. Installing and configuring any automated testing tools/packages; and
- A.4.g.1.d. Establishment of mutually acceptable Defect Tracking process.

A.4.g.2. The Contractor shall describe how the Test Plan performs the following:

- A.4.g.2.a. Functional Testing. Documentation of the inputs, outputs, problems

identified, and corrections made shall be required, in the form of a functional test results document. Functional testing shall be performed by the Contractor on each module/program. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module/program. Successful functional testing occurs when the module's test plan is completed without failure.

A.4.g.2.b. System and Integration Testing. The Contractor shall fully test all software to ensure that it meets requirements and to demonstrate the functionality and performance characteristics before the start of User Acceptance Testing. The system tests shall actively use all of the functions, test all interfaces, and process all types of input. The Contractor shall include specific types of test cases and transactions in the test, as specified by the State.

A.4.g.2.c. Defect Tracking. The Contractor shall develop and maintain a Defect Tracking Log which shall include at a minimum, for each Defect:

- A.4.g.2.c.i. Unique tracking number;
- A.4.g.2.c.ii. Short name and description of the defect;
- A.4.g.2.c.iii. Reference to test condition that identified the defect;
- A.4.g.2.c.iv. Date defect identified;
- A.4.g.2.c.v. Tester;
- A.4.g.2.c.vi. Disposition (e.g., Not a Defect, Fixed, Re-tested Successfully, etc.);
- A.4.g.2.c.vii. Severity Level (e.g., Level-2), if appropriate; and
- A.4.g.2.c.viii. Description of changes made to correct defect.

A.4.g.2.d. User Acceptance Testing. The Contractor shall correct all defects as directed by and at the State's sole discretion. The Contractor shall deliver a daily Defect Tracking report to the Project Director upon commencement of UAT. The Defect Tracking Report shall be based on data recorded in a defect tracking tool. The Contractor shall maintain the Defect Tracking Log for the duration of the Contract.

The State will develop a User Acceptance Test (UAT) Plan and test scenarios and will conduct UAT Testing. The Contractor shall be required to work with the State to facilitate and coordinate the execution of UAT in the designated test environment. The Contractor shall include the recommended processes and procedures for UAT in the Test Plan.

A.4.g.2.e. Pilot Testing. The Test Plan shall describe all functional and technical components to be validated during the Pilot Testing to successfully demonstrate that the TDOC Solution is ready for statewide rollout.

A.4.h Implementation Plan. The Contractor shall create an Implementation Plan to describe its overall approach to implementation. The Contractor shall deliver the Implementation Plan in a timeframe as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State. The Contractor shall ensure that the implementation Plan shall describe, at a minimum, the following:

- A.4.h.1. Implementation preparation for data migration, manual data backloading, security preparation, staff training, personnel assignments, and level of resources required for each area;
- A.4.h.2. Objectives and approach for components requiring installation, including utilization of the WAN, Intranet, Extranet and Internet;

- A.4.h.3. Objectives and approach for components requiring installation, including end-user computing, devices, peripherals, mobile devices, etc.;
 - A.4.h.4. Objectives and approach for addressing service recipient transfers from sites using EHR to sites not yet using the EHR system;
 - A.4.h.5. Site preparation, addressing site-specific requirements and plans;
 - A.4.h.6. Confirmation of the training schedule;
 - A.4.h.7. Delivery of Super User training as detailed in A.4.q (Training) -- detailing the schedule, time allocation, staffing, and training materials (presentation, manuals, and videos) provided in the train the trainer activities;
 - A.4.h.8. Delivery of End-User training as detailed in A.4.q. (Training) detailing the schedule, time allocation, staffing, and training materials (presentation, manuals, and videos) provided in the train the trainer activities;
 - A.4.h.9. Manual support procedures -- outlining the procedures to follow in the event the EHR is offline for an extended period. This will include use of EHR's offline mode capabilities and reversion to paper-based recording of encounters based on solution capabilities and the length of the outage;
 - A.4.h.10. Backup and recovery procedures as detailed in A.4.k. (Backup and Recovery Plan);
 - A.4.h.11. Go / No Go Decision Criteria -- detailing the decision criteria to be used in making the decision, the processes to follow to collect decision criteria data, and the decision-making process;
 - A.4.h.12. Contingency approach as detailed in A.4.l. (Continuity of Operations Plan) addressing the event of a "no go" decision or a failed implementation. This plan will provide a detailed list of steps and actions required to restore the site to the original, pre-conversion condition. This contingency plan is in place, ready to be activated to restore care delivery without the EHR; and
 - A.4.h.13. Transition to support as detailed in A.4.i. (Knowledge Transfer Plan).
- A.4.i. Knowledge Transfer Plan. The Contractor shall prepare and deliver a Knowledge Transfer Plan for transitioning agreed upon operations / maintenance activities to the State. The plan shall include recommendations for training; any tools required for the State to support the TDOC EHR; and the number and types of staff the State will need to support the TDOC EHR. The plan shall be submitted to the State for review and approval in a timeframe as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
- A.4.j. Operations Manual. The Contractor shall develop an Operations Manual, which features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The Contractor shall ensure that the Operations Manual provides the State with the knowledge to efficiently support and maintain the Solution as appropriate to the proposed Solution, including system administration training, knowledge transfer services, documentation, technical manuals, and user manuals.

The Contractor shall include the following in the Operations Manual:

- A.4.j.1. Application overview;
- A.4.j.2. System structure overview;

- A.4.j.3. Description of required administrative tasks;
- A.4.j.4. Description of major processing;
- A.4.j.5. Description of required interfaces;
- A.4.j.6. Description of required maintenance schedules;
- A.4.j.7. Description of the overall process schedule and processing cycles, including dependencies, files accessed, critical sequencing, timing criteria, and operating instructions for each process and process step consistent with the chosen environment; and
- A.4.j.8. Descriptions of special configuration files, parameter files, and other control files, including their purpose, procedures for creating them, and specific programs that use them.

The Operation Manual shall be submitted to the State in a timeframe as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.

- A.4.k. Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan that supports multiple environments, failover environments and Disaster Recovery. In order to prevent loss of data, the Contractor shall develop and implement recovery procedures, including the process for restoring data to its original or prior form. The Contractor's plan shall include requirements for off-site storage of the TDOC EHR application and data. The plan shall be submitted to the State for review and approval in a timeframe as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.

- A.4.k.1. The Contractor shall describe roll back data migrations or data interface implementations, if necessary, to return the TDOC EHR to original the hardware/software/network/security state. Describe steps to be taken, timeframes, risks and issues.

- A.4.k.2. The Contractor shall perform tests to validate the backup and recovery procedures; and shall participate in disaster recovery test requested by the State.

- A.4.k.3. The Contractor shall keep this plan current with any changes, approved in writing by the State, throughout the duration of the Contract.

- A.4.l. Continuity of Operations Plan. The Contractor shall develop and submit for TDOC written approval, a Continuity of Operations Plan to specify planning for the remediation of specific systems, equipment, software, and/or operations in the event of critical impact resulting from natural, accidental or intentional events. The Contractor shall ensure that the Continuity of Operations Plan documents the Contractor's plans and procedures to maintain State support and shall include, but not be limited to the following:

- A.4.l.1. Description of the Contractor's emergency management procedures and Policy;

- A.4.l.2. Description of how the Contractor will account for their employees during an emergency;

- A.4.l.3. Planned temporary work locations or alternate Facilities;

- A.4.l.4. How the Contractor will communicate with the State during emergencies;

- A.4.l.5. List of primary and alternate Contractor points of contact, each with primary and alternate telephone numbers and e-mail addresses; and

- A.4.l.6. Procedures for safeguarding sensitive and/or classified State information.

The plan shall be submitted to the State for review and approval in a timeframe as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.

A.4.m. TDOC Solution Configuration. The Contractor shall develop and configure the TDOC EHR software, in accordance with the acceptance of the TDOC Model Design / updated Requirements Traceability Matrix.

A.4.m.1. The Requirements shall be met through the existing software developed or acquired by Contractor. Additional foundational components from third parties (e.g., operating systems, database management systems, etc.) are to be licensed by the Contractor.

A.4.m.2. The software development required by the State may, at the State's sole option, include development of new or modified functionality, customization of existing functionality, or configuration of existing functionality to deliver a Solution that meets the requirements. Contractor may also deliver functionality by providing and integrating with one (1) or more third-party solutions.

A.4.m.3. The Contractor shall ensure that all development work occurs in the Build environment as further defined in the Contractors Release Management Plan and Configuration Management Plan

A.4.n. Implement Interfaces. The Contractor shall construct each interface, as defined in Contract Section A.4.e.5. and the State-approved Interface Design. The Contractor shall not be responsible for modifying legacy State applications, such as OMS. However, the Contractor shall be responsible for working with the State and related business partners to construct and test interfaces. The Contractor shall also work the State for the creation of integration requirements for the interfaces to include data elements, error handling processes, reconciliation, and escalation procedures.

A.4.n.1. The Contractor shall ensure that all construction work occurs in the appropriate Build environment as further defined in the Contractors Release Management Plan (Contract Section A.4.c.1.g) and Configuration Management Plan (Contract Section A.4.c.1.f) .

A.4.n.2. The Contractor shall ensure that all interfaces are thoroughly documented, to ensure traceability, by mapping the requirements to the design, the design to the code, and the requirements to the test cases for functional, system and integration testing.

A.4.n.3. The Contractor shall create documentation of interfaces which shall be reviewed during code walkthroughs with the State at the State's sole discretion. The Contractor shall document decisions, issues and action items that result from walkthroughs with the State. The Contractor shall document and submit instructions to maintain/fix interface issues after development is complete

A.4.o. Conduct Testing. The Contractor shall perform all functional, system, and integration testing of The TDOC EHR, including interfaces and data migration, in accordance with the State-approved Test Plan. The Contractor shall be responsible for all aspects of the system and integration testing. The Contractor shall perform testing of all interfaces, with the interaction and involvement of State personnel responsible for each interface. The Contractor shall ensure that all testing is performed in the Test environment as further defined in the Contractors Release Management Plan (Contract Section A.4.c.1.g) and Configuration Management Plan (Contract Section A.4.c.1.f) .

A.4.o.1 The Contractor shall prepare a Software Test Results report. The Contractor shall ensure that the Software Test Results document includes all information necessary for the State to review and validate that the test has been successfully executed in accordance with the approved Test Plan. The Test Results report shall include results for Unit, System, Integration, Performance, and Backup and Recovery tests. If deemed acceptable by the State, the State will approve the Software Test Results Document in writing, which shall signal the initiation of User Acceptance Testing.

The Software Test Results report shall be delivered to the State in a timeframe As mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.

- A.4.p. Organizational Change Management (OCM) Plan. The Contractor shall develop an Organizational Change Management Plan that establishes the strategies and activities necessary to ready TDOC for the transition from paper to electronic systems. The plan shall include at a minimum, the following activities: identifying, documenting, and analyzing anticipated changes to functionality and processes; conducting impact assessments; and developing workflow and process documentation for the Solution.

The Organizational Change Management Plan is to be delivered to the State for review and acceptance in a timeframe as mutually agreed upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.

- A.4.q. Training. The Contractor's Solution shall provide a role-based Training program that includes a mix of eLearning and Classroom training. As part of the Implementation, the Contractor is to deliver Train-the-Trainer Training for State selected end-users who may shadow / proctor the End-User training which is to be conducted by the Contractor. Post Go-Live, the Department will deliver End-User training for all new hires.

A.4.q.1. The Contractor shall provide the State unlimited rights to use and modify all training materials without additional cost for purposes of training users of the Solution. Materials must be provided in editable digital formats for re-use

A.4.q.2. The Contractor shall prepare and deliver to the State the following training components:

A.4.q.2.a. Training Environment. The Training environment is to be maintained by the Contractor for the term of the contract allowing TDOC to deliver new-hire training ongoing.

A.4.q.2.b. Training Plan. This plan details the Contractor's approach in developing and delivering the TDOC required role based EHR training and supporting materials to occur during the implementation of the TDOC EHR. Contractor shall provide a training plan based on tested and validated training practices. Curriculum must be thoroughly supported by appropriate instructional materials. Contractor shall develop training that includes: context (for example, documentation of the old and new business processes and the reasons for the change); specific scenarios; sample data to be used in examples and hands-on training; presentations; interactive learning exercises; and reference materials such as job aids that are available to support Department staff success during and after training. The training plan must define an approach to prepare Department trainers to continue delivery of training to new employees after the initial Rollout, and to keep Department trainers current and well-supported in this role for the duration of the State's use of the Solution.

The Contractor shall deliver the Training Plan to the State for review and acceptance within sixty (60) days the Contract Period Beginning Date

A.4.q.2.c. Training Material. The Contractor shall develop and deliver to the State role-based curriculum training material for the final TDOC EHR functionality as approved by the State. Training material shall be prepared using State-standard Microsoft Office products. The Contractor shall provide updated training material with each major

release or upgrade so that the State can provide peer to peer training.

- A.4.q.2.d. Train-the-Trainer Training. The Contractor shall train State-designated EHR Trainers using the Training Material developed in A.4.q.2.(b) to deliver end-user training after each site has transitioned to support.
 - A.4.q.2.e. End-User Training. The Contractor shall train all State EHR end-users in a classroom setting using the Training Material developed in A.4.q.2.c prior to their associated sites EHR implementation.
 - A.4.q.2.f. Help Content. The Contractor shall develop and deliver content for the Help functions of The TDOC EHR.
 - A.4.q.2.g. Training Material Updates. The Contractor shall develop and deliver to the State updated training material to account for new or updated functionality deployed in future releases / upgrades.
 - A.4.q.2.h. Training Schedule and Logistics. The Contractor shall work with the State and facility leadership to develop training schedules and coordinate site logistics.
 - A.4.q.2.i. The Contractor shall deliver the training components to the State at least ninety (90) calendar days prior to Pilot Implementation.
- A.4.r. User Acceptance Testing (UAT). The State will develop the UAT Test Plan and test scenarios. The Contractor shall provide dedicated support for User Acceptance Testing, including installation of the TDOC EHR to the UAT environment; application and technical assistance during UAT; and correction of defects identified during UAT. The Contractor will record, and track defects identified by the State using the Defect Tracking Log. When all defects have been corrected and UAT is deemed completed by the State, the State will approve User Acceptance Testing in writing, which shall signal the commencement of the Pilot Implementation phase of the project.
- A.4.s. Pilot Implementation. With support from State, the Contractor shall conduct application Pilot Test(s) using the Contractor's proposed Pilot Test, as approved by the State.

During the pilot test, the Contractor shall provide support to users, both onsite and via the Help Desk. The Contractor shall ensure that the Pilot Test includes a preliminary capacity benchmark test to analyze the system performance and predict future requirements.

The Contractor shall ensure that the Pilot Test preparation includes planning, site identification, site and user coordination, training, data readiness, Help Desk support, and follow-up reporting. The Contractor shall ensure that all aspects of this preparation must be specified in the Pilot Test approach and should represent an approach similar to that proposed in the Implementation Plan. The Contractor shall ensure that the Pilot Test approach document details the communication, coordination and training activities, assessment tools, and feedback processes for preparing for and conducting the Pilot. Every category of work reflected in the TDOC EHR application shall be included in the Pilot Test. The Contractor shall validate the implementation process and tools and certify the TDOC EHR application, technical environment, and users as ready to move to full production implementation. At completion of the Pilot, the Project Team will assess the results and modify implementation and support processes.

- A.4.s.1. The Contractor shall ensure that a Help Desk support system is available at the start of Pilot. The Contractor shall ensure that the training approach shall describe the Help Desk operations, including hours of service, communications,

procedures, and reporting mechanisms during the Pilot. Prior to Pilot, the Contractor shall train the Help Desk staff in the new TDOC EHR, Help Desk supporting tools, and the Pilot communication procedures. The Contractor shall ensure that Help Desk staff understand their role and responsibility as part of the Pilot process.

A.4.s.2. The Contractor shall ensure that Pilot participants and testers are fully informed of their responsibilities and understand their important role in validating the TDOC EHR. The Contractor shall ensure that introductory presentations are used to provide this level of information. The Contractor shall ensure that Pilot participants/testers are trained in the pilot process and communication procedures. The Contractor shall ensure that user training documentation and additional reference materials are available.

A.4.s.3. Using State approved testing and training plans, the Contractor shall provide Pilot-user training and support.

A.4.s.4. At a minimum, the Contractor shall do the following during Pilot testing:

A.4.s.4.a Identify criteria and select a Pilot site;

A.4.s.4.b Prepare the Pilot approach;

A.4.s.4.c Conduct Pilot-user training;

A.4.s.4.d Provide Pilot support through the Help Desk and onsite.

A.4.s.4.e Convert Pilot data;

A.4.s.4.f Monitor performance and identify any problems meeting the performance criteria spelled out in this contract;

A.4.s.4.g Evaluate system reliability and performance using capacity benchmark test; and

A.4.s.4.h Modify the TDOC EHR to address problems discovered during the Pilot.

A.4.s.5. The Contractor shall identify and resolve problems encountered during the Pilot test.

A.4.s.6. The Contractor shall monitor the Pilot Implementation, Phase One Rollout and shall prepare and deliver to the State a Post-Implementation Assessment report which shall describe any issues encountered during implementation; actions taken to remediate those issues; and lessons learned from the implementation. The State will review the Assessment and, if acceptable, will provide approval in writing. Upon State approval, the Contractor shall begin the Pilot Implementation, Phase Two Rollout.

A.4.t. Statewide Rollout. The Contractor shall repeat the implementation activities for the remaining locations of the State, including the creation of a Pre-Implementation Assessment for each facility, highlighting any unique requirements of each location.

The Contractor shall monitor the progress of the rollout; and provide regular updates to the Project Director in the Weekly Status Report and as needed. Upon completion of each Rollout, the Contractor shall prepare and deliver a Post-Implementation Assessment including, from a rollout view, all of the items listed in A.6. The State will review the Assessment and, if acceptable, will provide approval in writing.

A.4.u. Maintenance and Support. The Contractor shall be responsible for providing maintenance and support, described in the Maintenance and Support Management Plan created by the Contractor and approved in writing by the State, as follows:

A.4.u.1. Location of Maintenance and Support. All Contractor provided maintenance and support shall be conducted in the United States.

A.4.u.2. New Legislation, State, or Federal Requirements:

A.4.u.2.a. The Contractor shall, upon request of the State and within forty-eight (48) business hours of receiving the State's request, prepare and submit to the State a proposal or quote to be utilized by the State to prepare fiscal notes as needed for legislation pending before the Tennessee General Assembly.

A.4.u.2.b. A Tennessee legislative session typically occurs from January through May, but session work may occur at any time throughout the year.

A.4.u.3. Support Services:

A.4.u.3.a. The Contractor shall provide twenty-four hours per day, seven days per week, three hundred sixty five days per year (24/7/365) support services to the State by way of a monitored, toll-free telephone number, and an email address for reporting all Solution and Solution Hardware troubles; and

A.4.u.3.b. The Contractor shall provide help desk support. The State will provide a list of authorized State personnel to call the Contractor's help desk. The Contractor shall ensure that the help desk and technical support personnel are knowledgeable and technically trained to answer/resolve Solution technical support problems and are able address Solution Hardware failures; and

A.4.u.3.d. Contact List: The Contractor shall provide a list with contact information for individuals assigned to provide maintenance and support by the Contractor that shall include, at minimum, a primary and secondary contact number for each individual the Contractor identifies and shall be updated whenever a designated contact change occurs. These identified individuals on the contact list shall be available for support twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year (24/7/365), with the exception of leap years;

A.4.u.3.e. Contractor Personnel: The Contractor shall assign on-site personnel who shall be responsible for the oversight of all day-to-day operations during pre-implementation, implementation, and for a period of ninety (90) days post implementation;

A.4.u.3.f. The Contractor shall be responsible for the maintenance and support of all Solution Hardware and peripherals provided from the Contractor throughout the Term of the Contract;

A.4.u.3.g. The Contractor shall resolve support requests and Defect logs/reports based on the delivery of support;

A.4.u.3.h. Proactive Monitoring. The Contractor shall, using diagnostic tools that meet the State's security guidelines, be proactive in monitoring the Solution and not rely solely on the State to notify the Contractor of Solution-related problems;

A.4.u.3.i. Solution Availability. The Contractor shall provide support services for the Solution to ensure the availability of the Solution ninety-nine percent (99.99%) of the time calculated on a twenty-four (24) hours a day, seven (7) days a week, 365 days a year. In the event this Solution availability target is not met, the Contractor shall give the State a pro-rated service credit towards the monthly software maintenance and support costs;

A.4.u.3.j. **Solution Hardware Availability.** The Contractor shall provide support services for the solution hardware to ensure that the solution hardware maintains an uptime of ninety-five percent (95%) per year on all solution hardware. Downtime is calculated from the time a service call is placed with the Contractor until the time the Contractor's designated personnel completes a repair or replacement solution hardware is received by the State. In the event this uptime target is not met, the Contractor shall give the State a pro-rated service credit towards the price per card costs;

A.4.u.3.k. **Proactive Monitoring.** The Contractor shall proactively monitor the operational status of the Solution. The Contractor shall alert State designated personnel, as well as Contractor's support personnel of any problems and not rely solely on the State to notify the Contractor of Solution issues. The problems are divided into the following categories and shall follow the response time frames laid out in the table below in section A.4.u.3.k.(1)

A.4.u.3.k.(1) Security Level and Response Table

Severity Level	Response
Urgent: A problem that severely impacts the State's use of the Solution, or any of its components, such as: loss of data or Solution is unable to function. The situation halts State's business operations and no procedural workarounds exist.	The State shall receive immediate e-mail acknowledgement following the reporting of the issue, and an initial response from Contractor's support staff within thirty (30) minutes of receiving a request for support. Contractor's support staff shall provide a fix or procedural workaround within two (2) hours once the issue has been replicated and confirmed as a problem.
High: A problem where the Solution, or any of its components, is functioning, but the use is severely reduced. The situation is causing a high impact to portions of the State's business operations and no procedural workarounds exist.	The State shall receive immediate e-mail acknowledgement following the reporting of the issue, and an initial response from Contractor's support staff within thirty (30) minutes of receiving a request for support. Contractor's support staff shall provide a fix or procedural workaround within four (4) hours once the issue has been replicated and confirmed as a problem.
Medium: A problem that involves partial, non-critical loss of use of the Solution, or any of its components. The situation is causing a medium-to-low impact on the State's business operations, but users can continue to function, including by using a procedural workaround.	The State shall receive immediate e-mail acknowledgement following the reporting of the issue, and an initial response from Contractor's support staff within thirty (30) minutes of receiving a request for support. A member of the Contractor's support staff shall respond to the State within two (2) business days with a resolution (fix) or with a plan that shows a resolution (fix) shall occur within five (5) business days.
Low: A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. The situation is causing low-to-no impact on the State's business operations or the	The State will be contacted by the Contractor's support staff within two (2) business days with a response to the support question; or receive e-mail notification that the comment or

performance or functionality of the Solution, or any of its components.	recommendation for feature enhancement has been logged.
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A.4.u.3.l. Delivery of Support Services. The State reserves the right to determine and assign levels of priority, as defined in A.4.u.3.k.(1), for the issue and support problems. The priority of the issue and support problem shall determine the problem resolution response time as follows:

- A.4.u.3.l.i. The response times listed in A.4.u.3.k.(1) that require direct action by the Contractor's support staff shall apply during the State's business hours. For issues reported outside core business hours, response times, except for Urgent and High security level events, begin at the start of the next business day. Automated e-mail response times apply at all times. In the event of widespread outages impacting the Contractor's support staff, the State will receive notification of an alternate site where status information will be posted until normal service resumes;
- A.4.u.3.l.ii. If additional research is required by the Contractor's support staff and the problem cannot be resolved or question answered immediately, then the Contractor's help desk, or technical support staff, shall call back every two (2) hours to report progress on the problem's resolution. The Contractor's help desk staff shall continue, on a daily basis, or other basis agreed upon between the State and Contractor, to keep the State designated personnel informed on the progress of the problem's resolution; and
- A.4.u.3.l.iii. The Contractor shall keep a log of all maintenance and technical support calls made to the Contractor's help desk, or technical support, personnel. The log shall document the complaints and problems reported to the Contractor's help desk system by the State. The log shall be submitted to the State on a quarterly basis.
- A.4.u.3.l.iv. The Contractor shall provide a maximum response time of four (4) hours for Solution Hardware failures. Response time shall be calculated from the time the State notifies the Contractor of the failure, until the time the Contractor's designated personnel arrive at the State's individual location. For the State's individual locations which have multiple machines and multiple active service calls, the Contractor's designated personnel's arrival shall stop the response time calculation for all open service calls at that location; and
- A.4.u.3.l.v. Post implementation, the Contractor shall deliver any additionally ordered consumables within two (2) business days of request, if placed before noon Central Time. All consumables considered to be an emergency shall be delivered by the Contractor within one (1) business day of request.

A.4.u.3.m. Solution Maintenance. The Contractor shall:

- A.4.u.3.m.i. Make all necessary adjustments and repairs, at no additional cost to the State, to keep the Solution operating without abnormal interruptions and to correct latent deficiencies with respect to the Solution specifications;

A.4.u.3.m.ii. Maintain the current version of the Solution, and its functionalities, in substantial conformance with all specifications. The Contractor shall assign priority support resources to either:

- a. Correct any reproducible problems, Defects, errors, or malfunctions which prevent the Solution, and its functionalities, from operating in substantial conformance with all specifications; or
- b. Provide a State-approved commercially reasonable alternative that shall substantially conform to all specifications; and
- c. Provide complete documentation of all Solution enhancements or revisions. Documentation must describe what an end user needs to know to understand each level on which the Solution operates.

A.4.u.3.n. Hardware Support, Replacement, New Location, and Relocation.
The Contractor shall:

A.4.u.3.n.i. At the direction of the State, provide remote, and on-site, field hardware and software support of all Solution Hardware provided to the State by the Contractor. In the event of a failure of any such equipment, the Contractor shall respond in accordance with Section A.4.u.3.k.(1). In the event that support is provided offsite and at the end of the Term of the Contract, the Contractor shall remove or destroy any data on the storage device in accordance with the current version of NIST Special Publication 800-88 prior to removing the hardware from a State facility. The Contractor shall at any of the following events: transition of Contract, termination of Contract, exchange of Solution hardware or at replacement of Solution hardware verify in writing to the State that all State data, including personally identifiable information ("PII"), contained upon Solution hardware has been erased, deleted, wiped, or otherwise destroyed. The Contractor shall provide an Affidavit of Destruction, within ten (10) business days of destruction, showing how the data was destroyed and when the data was destroyed;

A.4.u.3.n.ii. The State reserves the right to permit a substitute for Solution Hardware, provided the hardware is no longer being manufactured. Any substitution must be submitted in writing to the State for evaluation and approval. The functional, technical, and performance characteristics of the substituted hardware shall be equal to, or exceed, the equipment that is installed and accepted by the State upon implementation of the Solution;

A.4.u.3.n.iii. The Contractor shall provide a spares inventory of ten percent (10%) of Solution Hardware on hand for the life of the Contract. If any Solution Hardware is found defective to trigger a warranty claim in excess of the on-site replacement parts inventory, the Contractor shall agree to repair or replace the defective device within

three (3) calendar days of Contractor's receipt of such device; and

A.4.u.3.n.iv. The Contractor shall, with input from the State and only upon written request from the State, implement the Solution at a new location or relocate Solution Hardware from one location to a different location. These activities include but are not limited to conducting a preliminary site survey at the location; dismantling and removing all equipment from current location (when relocating); hooking up and installing all equipment at location; and end-to-end testing of all equipment at location.

A.4.v Emergency Support and Maintenance. Upon and during public health emergencies declared by the Chief Medical Officer of the Tennessee Department of Correction, the Contractor shall provide support twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year for the duration of the emergency as requested by the State. The support provided by the Contractor shall consist of design, configuration, build of needed enhancements to enable TDOC to address the public health emergency. The Contractor shall be compensated for services provided pursuant to this contract section, as requested and approved by the State, at the rates outlined in Contract Section C.3.b. and C.3.c.

A.4.w. Modifications and Enhancements. At the request of the State, the Contractor may modify and enhance the TDOC Solution according to the Modification and Enhancement Request (MER) Process described herein.

A.4.w.1 The State will request Modifications and Enhancements in writing to define the purpose and scope of the Modification or Enhancement. A Modification and Enhancement Request, or "MER," will include:

A.4.w.1.a Requestor name and role;

A.4.w.1.b Brief description;

A.4.w.1.c Reason or justification;

A.4.w.1.d Requirements and specifications;

A.4.w.1.e Request for a cost estimate, approximate hours and resources necessary to complete the modification or enhancement; and

A.4.w.1.f Requested or mandated delivery date.

A.4.w.2 The Contractor shall prepare an estimate for the MER. The estimate shall include:

A.4.w.2.a Total fixed cost to deliver the Modification or Enhancement based on the Contractor's estimate of the total number of hours required to deliver the Modification or Enhancement and the payment rates specified in Contract Section C.3. The total fixed cost shall represent the maximum amount that the State will compensate the Contractor for the Modification or Enhancement;

A.4.w.2.b The estimated delivery date of the Modification or Enhancement;

A.4.w.2.c The impact of delivering the Modification or Enhancement on operations and activities.

A.4.w.3 The State, at its sole discretion, may accept or reject the Contractor's Estimate.

A.4.w.3.a If the State agrees to the Contractor's Estimate, the State shall provide acceptance in writing, which authorizes the Contractor to begin work according to the MER.

A.4.w.3.b If the State does not agree to the Contractor's Estimate, the State may:

- i. Elect not to proceed with the Modification or Enhancement
- ii. Negotiate the Estimate with the Contractor
- iii. Revise the MER to provide additional information to clarify the scope of the request.

A.4.w.3.c The Contractor shall not begin work on any MER without the State's written acceptance of the Contractor's Estimate.

A.4.w.3.d The State, at its sole discretion, will determine the prioritization of the MER work.

A.4.w.3.e The Contractor shall modify the Solution according to the MER and shall thoroughly test the modifications.

- i. The Contractor shall deploy the Modification or Enhancement to the State's production environment per the State-accepted Release Management Plan and Configuration Management Plan.
- ii. The Contractor shall prepare and provide to the State new or updated system and user documentation related to the Modification or Enhancement.

A.4.w.3.f The State will test the delivered Modification or Enhancement to ensure that:

- i. The Modification or Enhancement completely provides the functions as required by the MER
- ii. The Modification or Enhancement has no deficiencies in documentation
- iii. The Modification or Enhancement has no defects in efficiency or performance.

The State, at its sole discretion, will determine acceptance of the Modification or Enhancement, and will indicate its acceptance or non-acceptance to the Contractor in writing within thirty (30) days of installation to the State's environment.

A.4.w.3.g The Contractor shall coordinate with the State to implement Modifications and Enhancements according to the State-approved Release Management Plan (see Contract Section A.4.c.(1)(g) and Configuration Management Plan (Contract Section A.4.c.(1)(f) .

A.4.x. Post Implementation/Go-Live Assessment. The Contractor shall create a Final Project Report summarizing project activities, lessons learned, and recommended next steps. In constructing the Final Project Report, the Contractor shall assess individual site usage of the Solution providing recommendations for enhancements, additional training, etc. the Contractor shall also report out on any open incidents and providing target resolution dates for each. The Final Project Report shall be submitted to the State Project Director as agreed upon within the project schedule.

A.5. Service Reporting. The Contractor shall deliver reports related to services provided pursuant to

this Contract as described in Contract Sections A.6. and A.7.

A.6. Service Deliverables.

#	Deliverable	Contract Section(s)	Delivery Date
1	Kickoff Meeting Presentation	A.4.a.	Within seven (7) calendar days after the Contract Period Beginning Date
2	Project Management Plan	A.4.c	Within forty-five (45) calendar days of the Contract Period Beginning Date
3	Work Breakdown Structure and Project Schedule	A.4.c.1 A.4.c.1.a	Within forty-five (45) calendar days of the Contract Period Beginning Date
4	Resource Management Plan	A.4.c.1 A.4.c.1.b	Within forty-five (45) calendar days of the Contract Period Beginning Date
5	Risk Management Plan	A.4.c.1 A.4.c.1.c	Within forty-five (45) calendar days of the Contract Period Beginning Date
6	Issue Management Plan	A.4.c.1 A.4.c.1.d	Within forty-five (45) calendar days of the Contract Period Beginning Date
7	Change Management Plan	A.4.c.1 A.4.c.1.e	Within forty-five (45) calendar days of the Contract Period Beginning Date
8	Configuration Management Plan	A.4.c.1 A.4.c.1.f	Within forty-five (45) calendar days of the Contract Period Beginning Date
9	Release Management Plan	A.4.c.1 A.4.c.1.f	Within forty-five (45) calendar days of the Contract Period Beginning Date
10	Deliverable Review and Approval Plan	A.4.c.2	Within thirty (30) calendar days of the Contract Period Beginning Date
11	Weekly Status Reports	A.4.c.3	No later than the close of business on the first business day of the week
12	Monthly Progress Report	A.4.c.4	No later than the 5 th of each month
13	Project Schedule Reporting	A.4.c.5	No later than the close of business on the first business day of the week
14	Infrastructure Architecture Design (IAD)	A.3.k.2	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
15	Requirements Verification and Specification	A.4.e.3	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
16	Solution Design documents	A.4.e.4.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
17	Interface Design	A.4.e.5.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
18	Data Migration Plan	A.4.f.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
19	Test Plan	A.4.g.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
20	Defect Tracking Log	A.4.g.2.c	As mutually agreed, upon by the State and Contractor and in accordance with

#	Deliverable	Contract Section(s)	Delivery Date
			the Project Schedule but with ultimate determination by the State.
21	Defect Tracking Reports	A.4.g.2.d	Daily upon commencement of User Acceptance Testing (UAT)
22	Implementation Plan	A.4.h.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
23	Knowledge Transfer Plan	A.4.i.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
24	Operations Manual	A.4.j.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
25	Backup and Recovery Plan	A.4.k.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
26	Continuity of Operations Plan	A.4.l.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
27	Software Test Results Document	A.4.o.1.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
28	Contributions to Department OCM Plan	A.4.p.	As mutually agreed, upon by the State and Contractor and in accordance with the Project Schedule but with ultimate determination by the State.
29	Training Plan	A.4.q.2.b	Within sixty (60) calendar days of the Contract Period Beginning Date.
30	Pre-Implementation Assessment, for selected location and Central Office	A.4.t.	At least thirty (30) calendar days prior to each phase rollout date according to the State-approved Project Schedule
31	Post Implementation Assessment Report	A.4.t.	Within thirty (30) calendar days of the actual phase rollout date
32	Outgoing Transition Plan	A.4.c.6	Draft – Within six (6) months of Contract Period Beginning Date Updates – every six (6) months Final – no later than three (3) calendar months prior to Contract Period Ending Date
33	Support and Maintenance Plan	A.4.u.	Within sixty (60) calendar days of the Contract Period Beginning Date*
34	Final Project Report	A.4.x.	No later than fifteen (15) business days prior to the Contract Period End Date

A.7. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract. Change orders are specific to the Solution implementation through the Outgoing Transition Plan. Maintenance and Enhancements are specific to the Support and Maintenance phase of the contract.

A.7.a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:

A.7.a.1 the effect, if any, of implementing the requested change(s) on all other services required under this Contract;

A.7.a.2 the specific effort involved in completing the change(s);

A.7.a.3 the expected schedule for completing the change(s);

A.7.a.4 the maximum number of person hours required for the change(s); and

A.7.a.5 the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

A.7.b. Change Order Performance. Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

A.7.c. Change Order Remuneration. The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.8. 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 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.9. 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:

- B.1. This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of Sixty (60) 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 five (5) 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 one hundred twenty (120) 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 one hundred twenty (120) 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:

Milestone-based Payments:

One Hundred percent (100%) of the total Professional Services fees are considered milestone-based payments and shall be payable as follows upon the occurrence and Acceptance by Client of the milestones identified herein (each, a "Milestone"). Cents will be rounded to the nearest hundredth in each milestone. To the extent not expressly defined herein, such Milestone shall be defined in the Project Plan, including acceptance criteria:

Total Implementation Cost	\$ NUMBER
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No.	Project Milestone	Percentage of Total Implementation Cost
1	Project Kickoff / Project Management Planning	8.50%
2	Completion of Model System Design	8.50%
3	Completion of Integration Testing	8.50%
4	Completion of Pilot Site(s) End-User Training	8.50%
5	Completion of Facility 1 & 2 Go-Live	8.00%
6	Completion of Facility 3 Go-Live	4.00%
7	Completion of Facility 4 Go-Live	4.00%
8	Completion of Facility 5 Go-Live	4.00%
9	Completion of Facility 6 Go-Live	4.00%
10	Completion of Facility 7 Go-Live	4.00%
11	Completion of Facility 8 Go-Live	4.00%
12	Completion of Facility 9 Go-Live	4.00%
13	Completion of Facility 10 Go-Live	4.00%
14	Completion of Facility 11 Go-Live	4.00%
15	Completion of Facility 12 Go-Live	4.00%
16	Completion of Facility 13 Go-Live	4.00%
17	Completion of Facility 14 Go-Live	4.00%
18	Completion of Post Go-Live Optimization	10.0%

Recurring Payments:

Service Description	Amount (Per compensable increment)										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Software License and Maintenance Fee -- as detailed in Contract Section and A.4.u.	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users
Software License and Maintenance Fee -- as detailed in Contract Section and A.4.u.	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users
Hosting Plan Cost – as detailed in Contract Section A.4.d.	\$ [NUMBER]/ year	\$ [NUMBER]/ year	\$ [NUMBER]/ year	\$ [NUMBER]/ year	\$ [NUMBER]/ year	\$ [NUMBER]/ year	\$ [NUMBER]/ year	\$ [NUMBER]/ year	\$ [NUMBER]/ year	\$ [NUMBER]/ year	\$ [NUMBER]/ year

Maintenance and Enhancement Requests:

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.7 without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.7, PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed SEVEN PERCENT (7 %) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.3., through A.7.). If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Modification and Enhancement Requests (MERs) – as	\$ Amount per hour	\$ Amount per hour	\$ Amount per hour	\$ Amount per hour	\$ Amount per hour	\$ Amount per hour	\$ Amount per hour	\$ Amount per hour	\$ Amount per hour	\$ Amount per hour

<i>detailed in Contract Section A.4.w. ***</i>										
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NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision as detailed in Section C.4. below.

- 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:

Tennessee Department of Correction
Fiscal Services
320 Sixth Avenue North
Nashville TN 37243

- 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 & Clinical Services;
 - (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
 - c. 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. Kenneth Williams, Chief Medical Officer
Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243
Kenneth.Williams@tn.gov
Telephone # (615) 253-8210

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 thirty (30) 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, in writing, by submitting to the State a completed and signed copy of the document 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 (Attestation), Attachment Two (Applicable TDOC Policies and Forms) Attachment Three (Liquidated Damages) Attachment Four (HIPAA Business Associate Agreement Model) Attachment Five (Performance Bond Template), , Attachment Six EHR Requirements Matrix;
 - 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. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
 - i. The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than **ten million dollars (\$10,000,000)** per occurrence or claim and **ten million dollars (\$10,000,000)** 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.
- e. Crime Insurance
 - 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

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 Public Chapter No. 775.

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 RFP 32901-31261 (Attachment One) 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. 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.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 validated encryption technologies.

(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: 30 minutes.
 - 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: 4-8 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. **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.10. **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.11. **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.12. 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 Three. 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 for the first year of the Term in the amount of **Written Dollar Amount (\$Number)** and, thereafter, a new performance bond in an amount of one hundred percent (100%) of the Maximum Liability, **Written Dollar Amount (\$Number)** covering each subsequent year of the Term, including any renewals or extensions. 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.

- E.13. Liquidated Damages. If any event giving rise to liquidated damages as detailed in Attachment Three 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.14. 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.15. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.16. 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.

- E.17. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction

materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- E.18. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E.19. 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.20 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.21. Transfer of Ownership of Custom Software Developed for the State.
- a. Definitions.
- (1) "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.
 - (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.
 - (3) "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.
 - (4) "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.
 - (5) "Work Product," shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software.
- b. Rights and Title to the Software
- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product.

- (2) Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.
- (3) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.
- (4) All right, title and interest in and to the Custom-Developed Application Software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Custom-Developed Application Software, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
- (5) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.22. 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.

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

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

ATTACHMENT TWO - Applicable TDOC Policies

Please see Attachment 2 titled Pro Forma Att. 2 Applicable TDOC Policies

ATTACHMENT THREE – Liquidated Damages

Severity Level	Description	Service Level Goal	Liquidated Damage
Urgent	<p>Problem has a severe and immediate impact on a majority of end users' ability to access and/or use the Solution or any of its components, such as: loss of data or Solution is unable to function. The situation halts State's business operations and no procedural workarounds exist. This would involve multiple users across multiple sites at the same time. The Contractor shall address system outages or severely degraded services as detailed in the Urgent Service Level Goal.</p>	<p>Within one (1) hour from the time an urgent severity level problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2.) or their designee every two (2) hours until the problem is resolved. If the problem is not resolved within two (2) hours the issue shall be escalated to the Contractor's Chief Product Officer or the Contractor's equivalent senior management.</p>	<p>\$20,000 per occurrence until problem is resolved.</p>
High	<p>Problem where the Solution, or any of its components, is functioning, but the use is severely reduced and has a high impact on most users; must be resolved as detailed in the High Service Level Goal; and can occur at any time. Under these circumstances, the State will not be able to perform its core mission of providing safe and secure prisons because the software is unusable or unstable.</p>	<p>Within four (4) hours from the time a Level-2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2.) or their designee every eight (8) hours for the first 24 hours of the incident; then every 24 hours thereafter until the problem is resolved. If the problem is not resolved within eight (8) hours the issue shall be escalated to the Contractor's senior management</p>	<p>\$10,000 per occurrence until problem is resolved</p>

Medium	<p>Problem that involves partial, non-critical loss of use of the Solution, or any of its components. The situation is causing a medium-to-low impact on the State's business operations, but users can continue to function, including by using a procedural workaround. The problem can occur at any time and is either high impact with moderate urgency, or extremely urgent but with moderate impact. Under these circumstances, the ability of the software to support business processes is diminished. For example, a software process causes frequent, unpredictable, system-wide slowdown, and must be restarted to resume acceptable performance.</p>	<p>Within 24 hours from the time a severity Level-3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2.) or their designee every 48 hours until the problem is resolved or a workaround provided or a fix scheduled for a future date or release.</p>	<p>\$5,000 per occurrence until problem is resolved</p>
Low	<p>Problem has a moderate impact and is moderately urgent. These circumstances create conditions that inconvenience users of the Solution, and could include a general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. The situation is causing low-to-no impact on the State's business operations or the performance or functionality of the Solution, or any of its components.</p>	<p>Within 24 hours from the time a severity Level-4 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact (identified in Section D.2.) or his/her designee every 48 hours until the problem is resolved or a workaround provided or a fix scheduled for a future date or release</p>	<p>\$1,000 per occurrence until problem is resolved.</p>

ATTACHMENT FOUR- HIPAA BUSINESS ASSOCIATE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **The State of Tennessee, STATE AGENCY NAME** (hereinafter "Covered Entity") and **BUSINESS ASSOCIATE NAME** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Parties acknowledges that they are subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by Public Law 111-5, Division A, Title XIII (the HITECH Act), in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts."

LIST OF AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT:

LIST OF CONTRACTS AFFECTED BY HIPAA REQUIREMENTS OR NOT APPLICABLE

Contract Name:

Execution Date:

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information ("PHI"). Said Service Contract(s) are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, make this Agreement.

DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.

- 1.1 "Breach of the Security of the [Business Associate's Information] System" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.2 "Business Associate" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.3 "Covered Entity" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.4 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.5 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

- 1.6 "Genetic Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.7 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.8 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.9 "Information Holder" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.10 "Marketing" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.11 "Personal information" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.12 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.13 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.14 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.15 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.
- 1.16 "Security Incident" shall have the meaning set out in its definition at 45 C.F.R. § 160.304.
- 1.17 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

- 2.1 Business Associate is authorized to use PHI for the purposes of carrying out its duties under the Services Contract. In the course of carrying out these duties, including but not limited to carrying out the Covered Entity's duties under HIPAA, Business Associate shall fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. Business Associate is subject to requirements of the Privacy Rule as required by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934] In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.
- 2.2 The Health Information Technology for Economic and Clinical Health Act (HITECH) was adopted as part of the American Recovery and Reinvestment Act of 2009. HITECH and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and breach notification. Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate shall comply with HITECH. Business Associate and the Covered Entity further agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement have been incorporated into this Agreement between Business Associate and Covered Entity. Should any provision not be set forth specifically, it is as if set forth in this Agreement in its entirety and is effective as of the Applicable Effective Date, and as amended.

- 2.3 Business Associate shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, Services Contract(s), or as Required By Law. This includes the implementation of Administrative, Physical, and Technical Safeguards to reasonably and appropriately protect the Covered Entity's PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate. The Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training and sanctions of members of its Workforce.
- 2.4 Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.5 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 2.6 Business Associate shall require its employees, agents, and subcontractors to promptly report, to Business Associate, immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement. Business Associate shall report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. Business Associate will also provide additional information reasonably requested by the Covered Entity related to the breach.
- 2.7 As required by the Breach Notification Rule, Business Associate shall, and shall require its subcontractor(s) to, maintain systems to monitor and detect a Breach of Unsecured PHI, whether in paper or electronic form.
 - 2.7.1 Business Associate shall provide to Covered Entity notice of a Provisional or Actual Breach of Unsecured PHI immediately upon becoming aware of the Breach.
 - 2.7.2 Business Associate shall cooperate with Covered Entity in timely providing the appropriate and necessary information to Covered Entity.
 - 2.7.3 Covered Entity shall make the final determination whether the Breach requires notification and whether the notification shall be made by Covered Entity or Business Associate.
- 2.8 If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity, to PHI in a Designated Record Set to Covered Entity, in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information.
- 2.9 If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least 30 business days from Covered Entity notice to make an amendment.
- 2.10 Business Associate shall make its internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner

designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR § 164.528.
- 2.12 Business Associate shall provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the PHI was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure. Business Associate shall provide an accounting of disclosures directly to an individual when required by section 13405(c) of Public Law 111-5 [designated as 42 U.S.C. 17935(c)].
- 2.13 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
 - 2.13.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.
 - 2.13.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
 - 2.13.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.
- 2.14 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity
- 2.15 If Business Associate receives a request from an Individual for a copy of the individual's PHI, and the PHI is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.
- 2.16 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

- 3.1 Business Associate shall fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.

- 3.2 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule and Public Law 111-5. This includes specifically, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation to certify its compliance with the Security Rule.
- 3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.4 Business Associate shall require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware. Business Associate shall promptly report any Security Incident of which it becomes aware to Covered Entity.
- 3.5 Business Associate shall make its internal practices, books, and records including policies and procedures relating to the security of electronic PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
- 3.6 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.
- 3.7 Notification for the purposes of Sections 2.8 and 3.4 shall be in writing made by email/fax, certified mail or overnight parcel immediately upon becoming aware of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to:

COVERED ENTITY NAME
NAME AND TITLE
ADDRESS
 Telephone: **NUMBER**
 Fax: **NUMBER**

- 3.8 Business Associate identifies the following key contact persons for all matters relating to this Agreement:

Business Associate shall notify Covered Entity of any change in the key contact during the term of this Agreement in writing within ten (10) business days.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contract(s), provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity. Business Associate's disclosure of PHI shall be subject to the limited data set and minimum necessary requirements of Section 13405(b) of Public Law 111-5, [designated as 42 U.S.C. 13735(b)]
- 4.2 Except as otherwise limited in this Agreement, Business Associate may use PHI as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
- 4.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is breached immediately upon becoming aware.
- 4.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- 4.5 Business Associate may use PHI to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1).
- 4.6 Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes. Moreover, the sale, marketing or the sharing for commercial use or any purpose construed by Covered Entity as the sale, marketing or commercial use of member's personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws, is prohibited.
- 4.7 Business Associate shall enter into written agreements that are substantially similar to this Business Associate Agreements with any Subcontractor or agent which Business Associate provides access to Protected Health Information.
- 4.8 Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule.

5. OBLIGATIONS OF COVERED ENTITY

- 5.1 Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of PHI.
- 5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, Section 7.3. below shall apply.

7.2 Termination for Cause.

7.2.1 This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1 Provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2 If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3 If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3 Effect of Termination.

7.3.1 Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2 In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible; Business Associate shall extend the protections of this Memorandum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

8. MISCELLANEOUS

8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and or Security Rule means the section as in effect or as amended.

- 8.2 Indemnity. The Business Associate shall indemnify the Covered Entity and hold it harmless for any claims, losses or other damages arising from or associated with any act or omission of Business Associate under this Agreement. This includes the costs of responding to a breach of the Agreement or the release of PHI contrary to the terms and conditions of this Agreement, the costs of responding to a government enforcement action related to the breach, and any resultant fines, penalties, or damages paid by the Covered Entity.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including any amendments required by the United States Department of Health and Human Services to implement the Health Information Technology for Economic and Clinical Health and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended, including, but not limited to changes required by the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- 8.4 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.
- 8.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.
- 8.6 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

**ENTITY NAME
NAME AND TITLE
ADDRESS**

Telephone: **NUMBER**

Fax: **NUMBER**

BUSINESS ASSOCIATE:

**ENTITY NAME
NAME AND TITLE
ADDRESS**

Telephone: **NUMBER**

Fax: **NUMBER**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 8.7 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement
- 8.8 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement

cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

- 8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.
- 8.10 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.
- 8.11 Security Breach. A violation of HIPAA or the Privacy or Security Rules constitutes a breach of this Business Associate Agreement and a breach of the Service Contract(s) listed on page one of this agreement, and shall be subject to all available remedies for such breach.

IN WITNESS WHEREOF,

COVERED ENTITY LEGAL ENTITY NAME:

NAME AND TITLE
BUSINESS ASSOCIATE LEGAL ENTITY NAME:

Date:

NAME AND TITLE

Date:

ATTACHMENT 5-PERFORMANCE BOND TEMPLATE

BOND NO. #

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor name
Contractor address
Contractor telephone

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety name
Surety address
Surety telephone

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of **state name** and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of General Services Central Procurement Office (“State”), whose principal address is 312 Rosa L. Parks Avenue, 3rd Floor, Nashville, TN 37243, and whose principal telephone number is 615-741-1035 in the penal sum of **written amount** (\$ **number**) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with State for **solicitation name** (Solicitation No. #) (the “Contract”) in accordance with the scope of services and deliverables (the “Scope”) set forth in Section **reference** of the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays State any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that State sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and

- 3. Performs, to the satisfaction of State the Scope under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to in the Contract shall in anyway affect its obligation under this bond. The Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Scope.

It is expressly understood the time provision under Tenn. Code Ann. § 12-3-502 shall apply to this bond. Bond must be received within fourteen (14) calendar days of receipt of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

Contractor name

By: _____
(Contractor's authorized signatory)

(Printed name and title)

STATE OF TENNESSEE
COUNTY OF _____

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public
Printed Name: _____
Commission Expires: _____

Signed, sealed and delivered
In the presence of:

SURETY:

Surety name

By: _____
(Surety's authorized signatory)

(Printed name and title)

STATE OF TENNESSEE
COUNTY OF _____

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public
Printed Name: _____
Commission Expires: _____

ATTACHMENT SIX EHR REQUIREMENTS MATRIX

RFP ATTACHMENT 6.7.

Please reference the Excel Document titled 32901- 31621 Att. 6.7 - EHR Requirements Matrix Final

RFP ATTACHMENT 6.8.

Please reference the Excel Document titled RFP 32901-31621 Att. 6.8 Clinical Services Policy
References

**EHR Solution
Contractor Orals and Demonstration Script**

All elements of the Proposer's demonstration must represent functionality found in the Contractor's baseline offering, as proposed in response to this RFP. Modifications made to the baseline system for the purpose of demonstration will not be considered.

SOLUTION SOFTWARE AND SERVICES

**6.9.1 CONTRACTOR DEMONSTRATION
AGENDA**

Morning Session

- | | |
|------------|--|
| 8:00 a.m. | <ol style="list-style-type: none"> 1. Introduction of SOLUTION Key Personnel and their Project Roles 2. Describe Qualifications and Experience 3. Describe the Management Approach 4. Describe the Technical Approach 5. Describe the Project Schedule / Timeline |
| 12:00 p.m. | <ol style="list-style-type: none"> 6. Conclusion of Oral Presentation |

Afternoon Session

- | | |
|-----------|---|
| 1:00 p.m. | <ol style="list-style-type: none"> 1. Introduction of Contractor Key Staff conducting the Software Demonstration 2. Demonstrate and / or Describe General System Features 3. Demonstrate and / or Describe Intake Functionality 4. Demonstrate and / or Describe Administration Features 5. Demonstrate and / or Describe Interface Functionality 6. Demonstrate and / or Describe other Features / Functionality |
| 5:00 p.m. | <ol style="list-style-type: none"> 7. Conclusion of Software Demonstration session / Wrap-up |

6.9.2 MANDATORY PRESENTATION CRITERIA

1. Proposing Contractor may bring no more than eight (8) staff members to the Presentation.
2. Included in the Contractor staff members attending the Presentation should be the Key Personnel who are being nominated to develop and implement the SOLUTION for the State of Tennessee.

6.9.2.1 MANDATORY PRESENTATION EQUIPMENT REQUIREMENTS

The State will provide the following equipment:

- 6.9.2.1.1 Laptop computer connected to a high-speed Internet connection
- 6.9.2.1.2 Projection screen
- 6.9.2.1.3 Flipchart with flipchart paper and pens

Proposer will provide its own video projection equipment. The Proposer may use its own computer to connect to a video projector to present a PowerPoint or demonstrate its software.

In the event that the Proposer requires an Internet connection for the Oral Presentation and Demonstration, the State prefers that the Proposer use a State-provided laptop. In this case, the Proposer should contact the State at least one (1) week in advance of the first day of the demo to confirm that the Proposer will use a State-supplied laptop.

However, if the Proposer must use its own laptop for the Internet connection, the following is required for the Proposer's laptop to be connected to the State network:

The laptop must contain only the software necessary to conduct the demonstration. Examples of software that must **not** be loaded on the laptop include broadcasting/streaming software, peer to peer/copy circumvention software, email, or instant messaging. Once the State inspects the laptop and approves it for connection to the State network (see the following paragraph), the Proposer must sign a form stating that no additional software will be installed on the laptop before or during the demonstration period without the State's permission.

Regardless of whether the Proposer chooses to use State- or Contractor-provided laptop(s) for the demonstration, the Proposer must meet with the State at a mutually agreeable time before the start of the Proposer's demonstration, at the State's demonstration site, to test the equipment in the room.

Note that there will not be a printer available for the demonstration. If part of the demonstration process is to demonstrate a report, the Contractor may generate the report for on-screen viewing.

6.9.3 PRESENTATION TOPICS

The following is the order in which the Contractor should present its oral presentation and software demonstration.

6.9.3.1. PART I – ORAL PRESENTATION

Please note that the audience / evaluators for the Oral Presentation will be State personnel who will be managing the SOLUTION project and key State Department of Corrections Health Services functional area staff (Medical, Behavioral, Dental, Pharmacy, Administrative). These are personnel who will be interfacing primarily with the Contractor's Project Management staff on a daily basis, as well as the duty experts with regards to the State's Information Technology standards and requirements.

6.9.3.1.a. Introduction of SOLUTION Key Personnel and their Project Roles

1. The assigned Project Manager shall introduce the Contractor's Key Personnel.
2. Provide an overview of Key Personnel qualifications and experience with SOLUTION projects or projects of the size and complexity of a SOLUTION project.

6.9.3.1.b. Describe Qualifications and Experience

3. Describe the Contractor's credentials for performing a SOLUTION development and implementation.
4. Describe the Contractor's process and procedures that ensure high-quality performance.
5. Describe the Contractor's quality recognition and certifications awarded (prime only).
6. Provide references for on-going projects and / or projects completed within the past 5 years of similar size and complexity.

6.9.3.1.c. Describe the Implementation Approach

7. Provide an overview of proposed staffing for the project, including the proposed organizational chart, key roles and responsibilities, including the staffing model for implementation.
8. Discuss your project management methodology
9. Discuss your understanding of critical success factors for implementing a high quality SOLUTION
10. Describe the Data Conversion approach
11. Discuss your approach to Go-Live and Rollout Management
12. Discuss your approach to Quality Management
13. Discuss your approach to Configuration Management

14. Describe your approach to Change / Communications Management

15. Describe your Knowledge Transfer / Training Approach

6.9.3.1.d. Describe the Technical Approach

16. Describe your proposed technical approach.

17. Given the State's technical environment described in the RFP, as well as the State's desire to minimize the proposed system's total cost of ownership, provide a brief overview of how the proposed system would be deployed in the most cost-effective, efficient manner and be fully compliant with the State's Architectural Standards.

18. Review the Deployment and Network Diagrams with special emphasis on identifying non-State Standard products and the hardware, software and communications protocols that will comprise the SOLUTION.

19. Describe your approach to meeting State Enterprise Security Standards to include at a minimum the following:

- a. Confidentiality, Integrity and Availability of Application and Data
- b. Application Audit Capability
- c. Intrusion Detection / Prevention
- d. Placement of Firewalls
- e. Other Measures to Provide Defense in Depth

6.9.3.1.e. Describe the Project Schedule / Timeline

20. Provide an overview of the proposed work plan.

6.9.3.1.f. Conclusion (this is a non-scored item)

21. Summarize your proposal.

22. Describe why this team represents the best value for developing and implementing SOLUTION for the State of Tennessee.

6.9.4. PART II – SOFTWARE DEMONSTRATION

6.9.4.1. Patient Data Management

- a) Capture and retrieve demographic, and treatment specific data
- b) Unified record separated by discipline
- c) Master Patient Index (MPI) patient identification
- d) Methods for Searching Patients (e.g., by name, date of birth, or TDOC ID)
- e) Chart Location - a means of storing multiple physical chart numbers/volumes for each patient

6.9.4.2. Administer EMR (Electronic Medical Record)

- a) Clinical documentation, images, and forms scanned into the system associated with a patient record
- b) Tools for state-wide patient tracking
- c) Program-specific case management tool

6.9.4.3. Create Encounters - Generate an encounter by type of encounter both scheduled and unscheduled, both group and individual encounter

- Chronic Care Management (Specialty Care: Dental, OB, Optical, etc.)
- Behavioral Health (Mental Health (Screening, Evaluation, Suicide Alerts), Detox Management)

6.9.4.4. Lab Results – Record results for labs conducted on site (e.g., Blood Glucose, PTT, UA, Fecal Occult Blood, etc.) and interface with contract Lab

- 6.9.4.5. Quality Assurance (QA)/Compliance
 - a) Reports by provider, clinic, region, or another parameter
 - b) Record flagging for QA review
 - c) Random selection of patient records based on user criteria
- 6.9.4.6. Reporting – user ad hoc reporting capabilities
- 6.9.4.7. User Management
 - a. Provisioning and de-provisioning of Users
 - b. Types of roles (e.g., Nurse, Physician, NP, Psychiatrist, Psychologist, etc.) and how permissions are administered and managed
 - c. Multi-site permissions for roaming user
 - d. Ability for “on-call” personnel to update ANY patient and force additional signors
- 6.9.4.8. One sign-on for access to ALL modules
- 6.9.4.9. Audit Trail Activity and how it is managed including Auditing of FULL Database functionality
- 6.9.4.10. General Functionality
 - a. Ability to override required Data fields with Override Exception permissions
 - b. Ability to prompt for required fields
 - c. Ability to flag or mark patient records for Confidentiality (including demographics, Services, Medications, Results, State Custody, Medical or Mental Health hold) to include visible on-screen Confidential message
 - d. Ability to remove flag or marked records per user permissions
 - e. Ability to create or Change Encounter/Forms templates and other customized templates per authorized access and maintaining a log of the changes (CR forms).
 - f. Ability to finalize encounter with electronic signature
 - g. Statewide Patient Tracking with the ability to customize patient tracking parameters
 - h. Patient treatments tracking
- 6.9.4.11. Case Management with restrictions to overwrite case notes
- 6.9.4.12. Document Management including Consent Forms
- 6.9.4.13. On-line Help Functions
- 6.9.4.14. Pharmacy
 - a) Ability to adapt a process where providers issue medications directly to patients vs. through a pharmacy/pharmacist
 - b) Maintain and manage inventory for medications issued at point-of- care
 - c) Provision of prescriptions to be filled ‘externally,’ via:
 - Printed prescription for provider to sign and patient to take to commercial pharmacy
 - E-Prescriptions
 - d) Bar code scanning of medications
 - Into the patient’s record of medications
 - e) Decrementing inventory
- 6.9.4.15. Demonstrate how the system will manage the Privacy and Security of patient records belonging to different jurisdictions
- 6.9.4.16. Demonstrate how the system manages request for Patient disclosures
- 6.9.4.17. Demonstrate how the system will link existing paper charts to patient records
- 6.9.4.18. Demonstrate how the system correctly associates each patient to the MPI
- 6.9.4.19. Demonstrate how the system manages duplicate records incorporating merging and unmerging techniques.
- 6.9.4.20. Demonstrate archiving abilities of Clinical data
- 6.9.4.21. Demonstrate how the system will provide data capturing for the times connectivity is unavailable to provide automatic updates to the system when connectivity is restored

RFP ATTACHMENT 6.10.

Please reference the PDF File titled RFP 32901-31621 RFP Att. 6.10. AsIs Process Flow Diagram

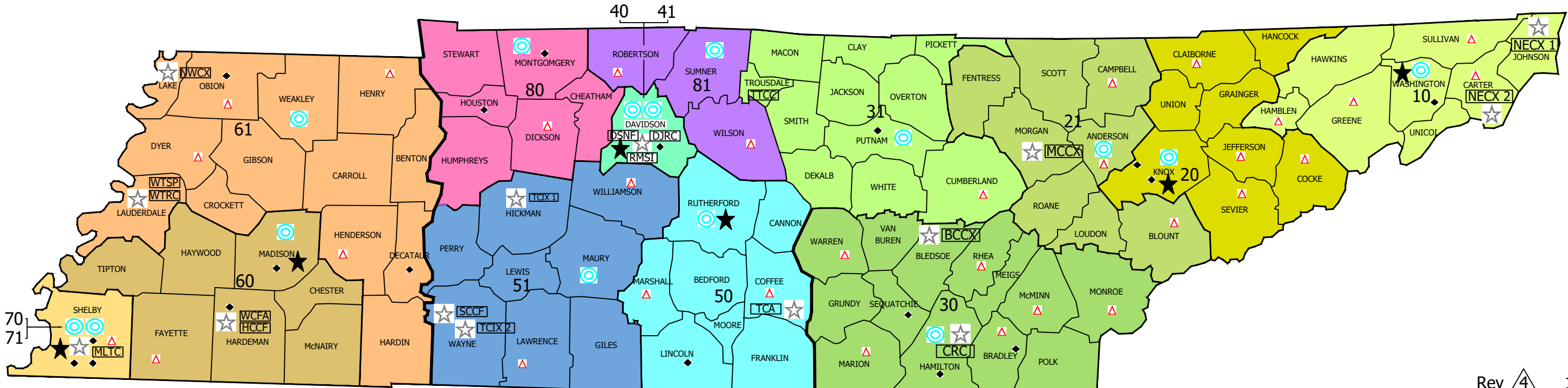
Tennessee Department of Correction Facilities and Offices

TDOD Prison ☆ [MLTC] Mark Luttrell Transition Center	
TDOD Probation & Parole	
70	☉ District Office: E.H. Crump ▲ Field Office: One Commerce Square
71	☉ District Office: Overton Crossing
★ Memphis Day Reporting & Community Resource Center ◆ Community Correction Offices	

TDOD Prisons ☆ [DSNF] Lois DeBerry Special Needs Facility ☆ [RMSI] Riverbend Maximum Security Institution ☆ [DJRC] Debra Johnson Rehabilitation Center	
TDOD Probation & Parole	
40	☉ District Office: Blanton
41	☉ District Office: Pavilion
★ Nashville Day Reporting & Community Resource Center ◆ Community Correction Offices	

80 TDOD Probation & Parole ☉ District Office: Clarksville ▲ Field Office: Dickson ◆ Community Correction Offices	
81 TDOD Probation & Parole ☉ District Office: Gallatin ▲ Field Office: Lebanon ▲ Field Office: Springfield	

TDOD Prisons ☆ [NECX 1] North East Correctional Complex ☆ [NECX 2] North East Correctional Complex Annex	
TDOD Probation & Parole	
10	☉ District Office: Johnson City ▲ Field Offices: Blountville, Greenville, Morristown, Elizabethton ★ Johnson City Day Reporting & Community Resource Center



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West Tennessee	
TDOD Prisons ☆ [HCCF] Hardeman County Correctional Facility ☆ [WCFA] Whiteville Correctional Facility	
60	☉ TDOD Probation & Parole District Office: Jackson ▲ Field Office: Somerville ◆ Community Correction Offices ★ Jackson Day Reporting & Community Resource Center

Middle Tennessee	
TDOD Training Academy ☆ [TCA] Tennessee Correctional Academy	
50	☉ TDOD Probation & Parole District Office: Murfreesboro ▲ Field Office: Lewisburg, Tullahoma ★ Murfreesboro Day Reporting & Community Resource Center ◆ Community Correction Offices

East Tennessee	
TDOD Probation & Parole	
20	☉ District Office: Knoxville ▲ Field Office: Dandridge ▲ Field Office: Newport ▲ Field Office: Sevierville ▲ Field Office: New Tazewell ★ Knoxville Day Reporting & Community Resource Center ◆ Community Correction Offices

TDOD Prisons ☆ [BCCX] 1, 2 & 3 - Bledsoe County Correctional Complex ☆ [CRC] Chattanooga Release Center	
TDOD Probation & Parole	
30	☉ District Office: Chattanooga ▲ Field Office: Jasper, Cleveland, McMinnville, Madisonville, Athens, Dayton ◆ Community Correction Offices

TDOD Prisons ☆ [WTSP] 1 & 2 - West Tennessee State Prison ☆ [WTRC] Women's Therapeutic Residential Center ☆ [NWCX] 1 & 2 - North West Correctional Complex	
61	☉ TDOD Probation & Parole District Office: Dresden ▲ Field Offices: Dyersburg, Lexington-Wildersville, Union City & Paris ◆ Community Correction Offices

TDOD Prisons ☆ [TCIX 1] Turney Center Industrial Complex ☆ [TCIX 2] Turney Center Industrial Complex Annex ☆ [SCCF] South Central Correctional Facility	
51	☉ TDOD Probation & Parole District Office: Columbia ▲ Field Offices: Franklin, Lawrenceburg

TDOD Prison ☆ [MCCX] Morgan County Correctional Complex	
21	☉ TDOD Probation & Parole District Office: Clinton ▲ Field Office: Jacksboro ▲ Field Office: Maryville ▲ Field Office: Huntsville ◆ Community Correction Offices

TDOD Prison ☆ [TTCC] Trousdale Turner Correctional Center	
31	☉ TDOD Probation & Parole District Office: Cookeville ▲ Field Office: Crossville ◆ Community Correction Offices