STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS # 32901-31264 AMENDMENT # SIX FOR BEHAVIORAL HEALTH SERVICES

DATE: RFP AMENDMENT December 15, 2015

RFP # 32901-31264 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE	UPDATED/CONFIRMED
1. RFP Issued		April 28, 2015	**Confirmed**
2. Disability Accommodation Request Deadline	2:00 p.m.	May 01, 2015	**Confirmed**
3. Pre-response Conference	TBD	May 04, 2015	**Confirmed**
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 05, 2015	**Confirmed**
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 08, 2015	**Confirmed**
6. State Response to Written "Questions & Comments"		November 13, 2015	**Confirmed**
7. Response Deadline	2:00 p.m.	December 3, 2015	**Confirmed**
8. State Completion of Technical Response Evaluations		December 17, 2015	**Updated**
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 18, 2015	**Updated**
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	December 29, 2015	**Updated**
11. End of Open File Period		January 07, 2016	**Updated**
12. State sends contract to Contractor for signature		January 08, 2016	**Updated**
13. Contractor Signature Deadline	2:00 p.m.	January 11, 2016	**Updated**
14. Performance Bond Deadline	2:00 p.m.	January 11, 2016	**Updated**

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

STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS # 32901-31264
AMENDMENT # Five
FOR BEHAVIORAL HEALTH SERVICES

DATE: RFP AMENDMENT December 4, 2015

RFP # 32901-31264 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE	UPDATED/CONFIRMED
1. RFP Issued		April 28, 2015	**Confirmed**
2. Disability Accommodation Request Deadline	2:00 p.m.	May 01, 2015	**Confirmed**
3. Pre-response Conference	TBD	May 04, 2015	**Confirmed**
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 05, 2015	**Confirmed**
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 08, 2015	**Confirmed**
6. State Response to Written "Questions & Comments"		November 13, 2015	**Confirmed**
7. Response Deadline	2:00 p.m.	December 3, 2015	**Confirmed**
8. State Completion of Technical Response Evaluations		December 14, 2015	**Confirmed**
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 15, 2015	**Confirmed**
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	December 22, 2015	**Confirmed**
11. End of Open File Period		December 29, 2015	**Updated**
12. State sends contract to Contractor for signature		December 30, 2015	**Updated**
13. Contractor Signature Deadline	2:00 p.m.	January 04, 2016	**Confirmed**
14. Performance Bond Deadline	2:00 p.m.	January 04, 2016	**Confirmed**

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

STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS # 32901-31264
AMENDMENT # FOUR
FOR BEHAVIORAL HEALTH SERVICES

DATE: RFP AMENDMENT November 23, 2015

RFP # 32901-31264 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE	UPDATED/CONFIRMED
1. RFP Issued		April 28, 2015	**Confirmed**
2. Disability Accommodation Request Deadline	2:00 p.m.	May 01, 2015	**Confirmed**
3. Pre-response Conference	TBD	May 04, 2015	**Confirmed**
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 05, 2015	**Confirmed**
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 08, 2015	**Confirmed**
6. State Response to Written "Questions & Comments"		November 13, 2015	**Updated**
7. Response Deadline	2:00 p.m.	December 3, 2015	**Updated**
8. State Completion of Technical Response Evaluations		December 14, 2015	**Updated**
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 15, 2015	**Updated**
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	December 22, 2015	**Updated**
11. End of Open File Period		December 29, 2016	**Updated**
12. State sends contract to Contractor for signature		December 30, 2016	**Updated**
13. Contractor Signature Deadline	2:00 p.m.	January 04, 2016	**Updated**
14. Performance Bond Deadline	2:00 p.m.	January 04, 2016	**Updated**

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

STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS # 32901-31264
AMENDMENT # THREE
FOR BEHAVIORAL HEALTH SERVICES

DATE: RFP AMENDMENT November 13, 2015

RFP # 32901-31264 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE	UPDATED/CONFIRMED
1. RFP Issued		April 28, 2015	**Confirmed**
2. Disability Accommodation Request Deadline	2:00 p.m.	May 01, 2015	**Confirmed**
3. Pre-response Conference	TBD	May 04, 2015	**Confirmed**
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 05, 2015	**Confirmed**
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 08, 2015	**Confirmed**
6. State Response to Written "Questions & Comments"		November 13, 2015	**Updated**
7. Response Deadline	2:00 p.m.	November 23, 2015	**Updated**
8. State Completion of Technical Response Evaluations		December 7, 2015	**Updated**
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 8, 2015	**Updated**
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	December 10, 2015	**Updated**
11. End of Open File Period		December 18, 2015	**Updated**
12. State sends contract to Contractor for signature		December 21, 2015	**Updated**
13. Contractor Signature Deadline	2:00 p.m.	December 22, 2015	**Updated**

14. Performance Bond Deadline	2:00 p.m.	December 28, 2015	**Updated**

2. Delete RFP Table of Contents in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted)**:**

RFP CONTENTS

SECTIONS:

1. INTRODUCTION

2. RFP SCHEDULE OF EVENTS

3. RESPONSE REQUIREMENTS

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:

6.1. Response Statement of Certifications & Assurances

6.2. Technical Response & Evaluation Guide

6.3. Cost Proposal & Scoring Guide

6.4. Reference Questionnaire

6.5. Score Summary Matrix

6.6. *Pro Forma* Contract including:

Attachment One - Attestation Re Personnel Used In Contract Performance
Attachment Two - Sample Performance Bond
Attachment Three – Performance Measures
Attachment Four - Liquidated Damages Schedule
Attachment Five - Minimum Staffing Requirements
Attachment Six - Levels Of Mental Health Care and Examples of Services
Attachment Seven - Bed Space and In House Population
Attachment Eight - Facility Locations and Map
Attachment Nine – TN DOC Formulary and MH Pharmacy Utilization Report
Attachment Ten - Current State Positions Requiring Contractor Job Offers

3. State responses to questions and comments in the table below amend and clarify this RFP.

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

	QUESTION / COMMENT	STATE RESPONSE
1.	Since the DOC has the pharmacy contract directly with the pharmacy vendor, can we assume the DOC will invoice the mental health services contractor for monthly medication utilization? If yes, will the monthly pharmaceutical invoice include administrative fees and what will be the fee per prescription during each year of the three year contract period?	TDOC currently reduces the amount of prescription cost from the monthly Mental Health invoice. There are no administrative fees. Cost per prescription fee is $3.75 (per script).
2.	The RFP requests that responses should be economically prepared. Should vendors print their response double sided to save paper or does the Department require printing only on one side?	This is Vendor's choice.
3.	The RFP requires that bidders include all costs for the term of the contract, including any extensions and renewals. What options for extensions or renewals will be available under the contract?	Refer to Section C.3. of the pro-forma contract. This is a three year procurement with no current provision for extension or renewal.
4.	Please provide a copy of the current mental health contract between the DOC and the current vendor (Corizon), including any contract changes or amendments.	E-mail specific requests directly to William.m.anderson@tn.gov . The current Spectrum contract would also be available.
5.	Will the Department allow companies to keep financial statements from becoming public if submitted with the proposal?	Any document submitted will be a matter of public record.
6.	What census should vendors use in the calculation of the PIPD for each contract year in the cost proposal in order to calculate the contract maximum liability on page 27?	State Operated Institutions Location Budgeted Capacity FY'16 TPFW 773 TCIX 1,701 MLCC 422 BCCX 2,420 WTSP 2,479 RMSI 799 NECX 1,782 NWCX 2,328 SPND 768 MCCX 2,199 State Total 15,671
7.	The contract requires behavioral health services to comply with all current or future court decisions, court orders, and consent decrees, among other standards. 1. Please identify and provide copies of all court decisions, court orders, and consent decrees impacting behavioral health care within the TDOC. Are any additional court decisions, court orders, or consent decrees relevant to behavioral health services currently pending? If so, please identify.	There are, at present, no court decisions, or orders, or consent decrees impacting behavioral healthcare specifically within the TDOC. The vendor will be expected to maintain its own legal research from time to time as to developments in the law affecting behavioral healthcare for incarcerated persons.

	QUESTION / COMMENT	STATE RESPONSE
8.	**The contract requires sex offender treatment "when applicable" or "upon request."** **1. Please indicate how many offenders at each facility are currently receiving sex offender treatment. Are any of these offenders participating in a residential sex offender treatment program?** **2. What are the admission criteria for enrollment in TDOC sex offender treatment programs?** **3. Does the Department currently use or intend to use a written sex offender treatment program? If so, please describe.** **4. It is understood that the Department's sex offender treatment program was housed at Charles Bass Correctional Complex, a facility that we understand just closed. Will the sex offender program be relocated?**	**Thirty-two inmates are currently receiving treatment in the residential sex offender treatment program at DeBerry Special Needs Facility (DSNF). This is the only treatment program for sex offenders in TDOC.** **The admissions criteria are:** **1. Inmate must volunteer for treatment.** **2. Inmate needs to be within four (4) years of his expiration date.** **3. Inmate must not have been found guilty of a Class A, Class B or three (3) Class C disciplinaries within one year to prior to applying for the program.** **4. Inmate needs to have an updated and completed LS/CMI.** **5. Inmate needs to have a completed PREA screen done.** **6. Inmate must have no incompatibles.** **7. Inmate needs to be a Class A medical. The SOTP can accept a Class B medical provided there is bed / cell availability.** **8. Inmate has to be Medium or Minimum custody classification.** **9. The sex offender treatment program at SPND is a level of care (LOC) II program. (The SOTP at SPND only accepts LOC I and LOC II inmates.)** **The curriculum that is currently used is consistent with ATSA principles, but needs to be updated to reflect the most current practices. We plan to update the curriculum with the vendor's assistance once the new contract is implemented.**

	QUESTION / COMMENT	STATE RESPONSE
9.	Please provide historical data on a quarterly/annual basis regarding current Contractor Liquidated Damages costs and types of assessments.	Liquidated damages were assessed as follows: (Note: TDOC began assessing liquidated damages following implementation of the contract in January 2013) FY 2013 QTR 1: $0 QTR 2: $0 QTR 3: $29,175 QTR 4: $23,225 FY 2013 Total: $52,400 FY 2014 QTR 1: $25,250 QTR 2: $15,750 QTR 3: $ 5,275 QTR 4: $ 5,300 FY 2014 Total: $51,575 FY 2015 QTR 1: $38,900 QTR 2: $40,825 QTR 3: $12,250 (through January 2015) FY 2015 Total: $91,975 Total Liquidated Damages: 195,950 We are unable to provide liquidated damages by types of assessments.
10.	The contract requires "direct assessments" of offenders who are placed in restrictive therapeutic dispositions or therapeutic restraints. May these assessments be conducted through telehealth equipment or does the Department require an on-site assessment?	The assessments are required to be on-site.
11.	Please provide monthly psychotropic pharmaceutical costs in an Excel spreadsheet with drug name, strength, and quantity dispensed for the last three months.	We are unable to provide the requested spreadsheet. The monthly psychotropic pharmaceutical costs for the past three months are as follows. Mar 2015: $71,240 Feb 2015: $71,662 Jan 2015: $82,672
12.	Please provide a copy of the DOC Mental Health Drug Formulary.	Amended to add as ATTACHMENT NINE
13.	The contract delineates services required for the Department's Special Education Program at Northwest Correctional Complex. 1. On average, how many offenders are evaluated each month for participation in the Special Education Program? 2. Is the contractor responsible for developing the inmate's Individual Education Plan, or is this completed by TDOC education staff?	On average, two to three offenders are evaluated each month for participation in the Special Education Program at NWCX. Inmates' IEP's are developed by TDOC Education staff and are not the responsibility of the behavioral health vendor.
14.	There is mention of Level III and Level IV Supportive Living Units. Please identify the location of all current Supportive Living Units and which levels they provide services for?	MS Level III SLU's for male inmates are located at BCCX, MCCX, and WTSP. Level IV SLU's for male inmates are located at DSNF and MCCX. Both Level III and IV female inmates are located in the SLU at TPFW.

	QUESTION / COMMENT	STATE RESPONSE
15.	**Please clarify the difference between "Modified Therapeutic Community (MTC)" and "Intensive Substance Use Disorder (SUD) beds"?** **Are MTC and SUD programs currently being implemented using the program structure outlined in the RFP?** **The RFP indicates that "The Contractor shall develop and implement…" and "The Contractor shall design and implement…" It is our understanding that these programs are currently functioning. Is the TDOC asking for a new program requiring extensive development/design? Is there an expectation with regard to how soon new programming will need to be developed, if required?**	**A modified therapeutic community is the modality of treatment for the program, and intensive substance use disorder beds are designated for offenders that need MTC.** **Yes, MTC and SUD programs are currently being implemented using the program structure outlined in the RFP.** **The contractor shall develop and implement substance use disorder treatment programs using a MTC for intensive substance use disorder treatment. Some of the MTCs and Group Therapy (GRTH) programs will need further development to meet the current elements outlined in the RFP. Some of the programs listed in the RFP have not been implemented yet.** **<u>Programs that need to be implemented:</u>** **32 bed MTC at SPND.** **20 GRTH at MLLC. 20 GRTH at NECX.** **A 15 GRTH at NWCX.** **20 GRTH at RMSI.** **15 GRTH at TPFW** **113 MTC at TCIX main.** **15 GRTH at TCIX main.** **20 GRTH at WTSP.** **The new programs implementation dates will be collaboratively set by TDOC and vendor.**
16.	**The contract requires substance use disorder treatment to comply with all current or future court decisions, court orders, and consent decrees, among other standards.** **1. Please identify and provide copies of all court decisions, court orders, and consent decrees impacting substance use disorder treatment within the TDOC.** **2. Are any additional court decisions, court orders, or consent decrees relevant to substance use disorder treatment currently pending? If so, please identify.**	**Please refer to the department's response to question number seven above.**

	QUESTION / COMMENT	STATE RESPONSE
17.	**Given the relatively high cost of providing DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider, is it the DOC's expectation that only a designated few number of vendor staff will need this capability or will a larger percentage of staff be expected to use such a service?**	**DirectTrust collaborates with the Electronic Healthcare Network Accreditation Commission (EHNAC) to provide a transparent accreditation process. DirectTrust uses a common set of policies and practices so implementers can ensure Direct is being executed in a way that will support vendor-vendor exchange and interoperability. DirectTrust based its standard for identity vetting on Level of Assurance 3 (LOA3) as set forth in the National Institute of Standards and Technology (NIST) publication 800-63. This standard requires strong authentication of identity e.g. a user needs to present a government issued ID to a verifying person when establishing their legal identity. DirectTrust accreditation process also gives Direct implementers a simple way of establishing scalable technical trust via electronic trust bundle exchange. A trust bundle is a collection of anchor certificates from health information service providers (HISPs) that comply with a baseline set of common policies and practices. This complement of activities outlined above not only helps to create confidence among healthcare providers and vendors using Direct exchange, it also reduces the need for one-to-one contractual arrangements before allowing information to flow between each other's system. The Office of the National Coordinator for Health Information Technology encourages HISPs to get accredited by DirectTrust to ensure the providers and vendors using their services are able to exchange information across vendor and organizational boundaries.** **The State is in the process of implementing Direct in all State Agencies that exchange PHI including Public Health Offices across the 95 counties in the State.** **At this time, there are 35+ HISP s that have completed accreditation and interoperability testing and are fully accredited. There are 10+ in the process of accreditation. The average cost to implement Direct secure messaging system is $100 - $130 per year, per Direct account. The number of Direct accounts in an organization is based on the Vendor's designated work flow. The Vendor can choose to select a few users in their organization to do the actual exchanging of PHI or the Vendor can choose to give everyone in their organization a Direct account so that each person can exchange PHI.**
18.	**Attachment Three indicates that "the State may withhold the monitor amount from the Contractor's compensation…in accordance with Section E.16 of the Contract." There does not appear to be a Section E.16 contained in the proposed Contract. Please clarify the applicable contract section governing withholding of compensation.**	**Section E.5. is added by this Amendment and ATTACHMENT THREE is replaced as well.**

	QUESTION / COMMENT	STATE RESPONSE
19.	The minimum staffing plan includes a total of 2.7 FTEs assigned to Charles Bass Correctional Complex, which we understand just closed. 1. Does the Department anticipate re-assigning these positions to other locations or should vendors delete these positions from the minimum staffing plan? 2. If reassigned, please indicate where the positions will be located. If not, please confirm that these 2.7 FTEs are no longer required under the RFP.	The amended ATTACHMENT FIVE contains the reassignment of CBCX staff.
20.	During the Pre-Response conference held on Monday, May 4, there was discussion regarding whether or not current State employees working in the mental health program would be transitioning to the vendor. The previous Mental Health RFP (2011) and the most recent Medical RFP (2012) both contained language regarding the transition of State employees to the Contractor. The language in those RFPs set forth the requirements for Contractors to offer employment to State employees, pay rates, etc. We have the following questions regarding this issue: 1. Of the over 160 FTEs listed in Attachment Five, Minimum Staffing Requirements, how many are presently employees of the current Contractor (Corizon), and how many are currently State employees? 2. Will all current State employee positions listed in Attachment Five be transitioned to the Contractor, or will certain State employees be given the option to remain State employees? If State employees have the option to remain employed by the State, what conditions will be used to give the option? 3. In the previous mental health RFP (2011), there was an Attachment Ten that listed each State employee position by facility along with position title and salary. Can a similar list be generated for the current State staff affected by the current RFP?	By this Amendment, Sections A.36. and C.3.e along with ATTACHMENT TEN are added and responsive to this question
21.	Please provide a copy of the current Tennessee Department of Correction ("TDOC") mental health services contract, including all exhibits, attachments, and amendments.	See Question #4
22.	For customer reference purposes, please provide the TDOC's definition of a "completed project."	A completed project is a contract that has been fully performed by the bidder to completion of the contract term.
23.	With regard to the "three completed" customer references required by the RFP: we retain the overwhelming majority of our clients from contract to subsequent contract, leaving us with no applicable "completed" contracts (as they are all still current). Will the TDOC please accept one or more of the following alternatives, so bidders are not penalized for retaining (as opposed to completing) contracts? Accept three (3) additional current clients in lieu of the three (3) completed projects Accept current clients in a second or third contract iteration (i.e., with a past "completed" contract) as a completed project Accept a current, but soon to expire, contract as a completed project	Applying the definition supplied in response to question 22, a prior completed contract for a present client of the bidder will count as a completed project of the bidder.

	QUESTION / COMMENT	STATE RESPONSE
24.	Please provide (by year) the amounts of any staffing paybacks/credits the TDOC has assessed against the incumbent vendor over the term of the current contract.	TDOC has assessed $4,895,079.26 for staffing payback State Positions FY 14-15 $1,071,496.70 (thru April 2015) FY 13-14 $1,726,294.85 FY 12-13 $2,097,287.71 Total $4,895,079.26
25.	Please provide (by year) the amounts and reasons for other (non-staffing) liquidated damages the TDOC has assessed against the incumbent vendor over the term of the current contract.	Refer to Question #9
26.	We have reviewed the individual "Critical Indicator" definition/purpose pages for mental health services. Can the TDOC please provide similar detailed definition/purpose pages for the eight (8) substance abuse treatment indicators?	The requested information is included in the amendment to Attachment Four.
27.	Are any of the TDOC facilities currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive.	Please refer to the department's response to question number seven above.
28.	With regard to lawsuits pertaining to TDOC inmate mental health care, frivolous or otherwise: How many have been filed against the TDOC and/or the incumbent mental health care provider in the last three years? How many have been settled in that timeframe?	Litigation against the department in matters of health care is managed by the Tennessee Attorney General. We do not have, nor does the Attorney General have, data to describe a count of cases which may have been brought against the department in regard to behavioral health care. To the best of our knowledge, there have been no such cases brought against the Department within the last three years. The Department does not have information concerning any litigation filed against the incumbent vendor in regard to its provision of behavioral health services for the Department.
29.	With regard to the closing of the Charles B. Bass Correctional Complex (CBCX) scheduled for some time in 2015, please provide the following information. a. More definitive timeframe for the facility closure b. Anticipated impact on mental health staff c. Any other anticipated occurrences relating to the closure	CBCX has already closed. Mental health staff will need to be reallocated to provide services for inmates who were relocated to other facilities. The amendment contains the reassignment of CBCX staff (Attachment Five). The residential Sex Offender Treatment Program has already been moved to DSNF. There are no other anticipated occurrences related to the closure of this facility.
30.	Please provide five-year population projections regarding the size of the TDOC inmate population.	ATTACHMENT SEVEN amended by this Amendment provides the total inmate projection. Note that these figures include local jail backup.
31.	Is the TDOC aware of any upcoming legislation or government policy that could result in a drop in the number of inmates in its prison system (e.g., compassionate release, population reduction measures, etc.)? If yes, please describe and provide a timeframe for the legislation/policy implementation.	The Department is not aware of any upcoming legislation or policy that could result in a drop in the inmate population for the Department.
32.	Does the Lois M. DeBerry Special Needs Facility operate under any type of licensing? If so, please provide details on the licensure requirements.	No

	QUESTION / COMMENT	STATE RESPONSE
33.	**Please provide the capacities, average populations, and locations of the TDOC segregation units.**	**Segregation unit locations and their capacities:** **BCCX 86** **MCCX 300** **MLCC 30** **NECX 48** **NWCX 128** **RMSI 192** **SPND 96** **TCIX 108** **TPFW 36** **WTSP 128**
34.	**§A.4.b of the pro forma contract refers to mental health programming for juveniles.** **a. On average, how many juveniles (youthful offenders) does the TDOC house?** **b. Where are they located?** **c. Please describe the TDOC juvenile population's utilization of behavioral health services.**	**On average, TDOC houses approximately 15 juveniles. They are all located in a unit at NWCX that is segregated from the adult general population. Behavioral health services are not routinely provided, but are available on an as needed basis. Currently, only one juvenile is receiving ongoing behavioral health services.**
35.	**§A.4.b of the pro forma contract also refers to mental health programming for sex offenders.** **a. On average, how many sex offenders—of each gender—does the TDOC house?** **b. Where are they located?** **c. Please describe the TDOC sex offender population's utilization of behavioral health services.**	**As of May 8, 2015, TDOC housed 2020 sex offenders (1949 males, 61 females).** **They are housed as follows:** **Males** / **Females** **BCCX 397** / **MLCC 26** **MCCX 238** / **TPFW 35** **NECX 394** **NWCX 448** **RMSI 79** **SPND 166** **TCIX 251** **WTSP 373** **Sex offenders in general population utilize behavioral health services as needed similarly to general population inmates. The only sex offender treatment program is based at DSNF and provides residential treatment for 32 sex offenders.**
36.	**Please provide (a) the most recent accreditation date and (b) a copy of most recent accreditation audit report for each ACA-accredited TDOC facility.**	**Available ACA Audits may be requested via e-mail from William.m.anderson@tn.gov**
37.	**Is the staffing required under the current TDOC mental health contract identical to the Minimum Staffing Requirements listed in the current RFP? If not, please describe all differences.**	**The staffing required in the current RFP differs from the current TDOC mental health contract to include substance use treatment) which was provided under a separate contract) and the relocation of inmates who were housed at CBCX.**
38.	**Is the staffing <u>actually being provided at this time</u> (taking into account any positions and/or hours being provided above or below what is required by the contract) identical to the Minimum Staffing Requirements listed in the current RFP? If not, please describe all differences.**	**See response to Question #37**

	QUESTION / COMMENT	STATE RESPONSE
39.	Please provide the incumbent Contractor's regional staffing plan.	The incumbent Contractor's regional staffing plan contains the following 1.0 FTE positions: 1. Director of Mental Health Contract / Telehealth Coordinator 2. Regional Mental Health Case Manager 3. Regional Mental Health Clinical Director 4. Mental Health Clerk / Regional Administrative Assistant
40.	Please provide a listing of all current mental health vacancies, by position, by facility.	MLCC: APN (.30 FTE) NEWX: Regional Case Manager (.50 FTE) RMSI: SPE/LCSW (1.0 FTE) BCCX: SPE/LCSW (1.0 FTE) TPFW: SPE/LCSW (1.0 FTE) Masters in Behavioral Science Counselor (1.0 FTE) WSTP: APN (.80 FTE)
41.	With regard to the RFP-required NCIC background checks, who is financially responsible for paying for this service: the TDOC or the Vendor?	The vendor is responsible for paying for NCIC background checks.
42.	With regard to drug testing for potential employees, does the TDOC have any requirements on the testing methodology, e.g., saliva, urinalysis, etc.?	TDOC's methodology is urinalysis testing. Please see Policy #302.12, Drug-Free Workplace.
43.	Will the TDOC allow "grandfathered" credentialing for incumbent professional staff already employed or contracted by the current Vendor?	No.
44.	Are any members of the current mental health workforce unionized? If yes, please provide the following. a. A copy of each union contract b. Complete contact information for a designated contact person at each union c. The number of union grievances that resulted in arbitration cases over the last 12 months	There are no State union contracts.
45.	Please provide the wage/pay rates your incumbent mental health vendor is paying to its staff at the TDOC facilities. a. How old is this data? b. Where did this data come from, e.g., State of Tennessee records, data from the incumbent vendor, etc.?	This information is not available to TDOC.
46.	At the pre-bid conference, the TDOC stated some <u>mental health administrative staff</u> will move from State employment to Vendor employment. Please provide the following information regarding these staff members. a. Identify the types of positions and number of FTEs involved in the transfer from State to Vendor employment. b. Are these FTEs (a) already included in; or (b) in addition to; the minimum staffing levels provided in the RFP? c. Does the State have any requirements for the Vendor to match these "employment transferred" individuals' salaries and/or benefit packages? d. If "yes," please provide salary and benefit information for the "employment transferred" individuals. e. If these are union positions, please provide a copy of the Collective Bargaining Agreement that covers each position.	See Question #20. Additionally, Five FTE Mental Health Administrator positions currently held by State employees will transition to the vendor. These positions are included in the minimum staffing levels in the RFP.

	QUESTION / COMMENT	STATE RESPONSE
47.	**At the pre-bid conference, the TDOC stated some substance abuse program management staff will move from State employment to Vendor employment. Please provide the following information regarding these staff members. Identify the types of positions and number of FTEs involved in the transfer from State to Vendor employment. Are these FTEs (a) already included in; or (b) in addition to; the minimum staffing levels provided in the RFP? Does the State have any requirements for the Vendor to match these "employment transferred" individuals' salaries and/or benefit packages? If "yes," please provide salary and benefit information for the "employment transferred" individuals. If these are union positions, please provide a copy of the Collective Bargaining Agreement that covers each position.**	**No substance use program staff employed by the State are currently in positions that will transition to the vendor.**
48.	**Please confirm that the time health services staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.**	**Time spent in orientation, in-service training, and continuing education classes will not count toward behavioral health coverage as specified in the contract.**
49.	**Please confirm that paid-time-off hours will count toward the hours required by the contract.**	**Coverage required is specified in the RFP**
50.	**How many contract monitoring staff will the TDOC maintain for the mental health contract?**	**Two contract monitors will be maintained by TDOC for the behavioral health contract.**
51.	**Does the TDOC have any education, licensure, or experience requirements for the "Quality Improvement Coordinator" referenced in §A.16.e of the *pro forma* contract?**	**We require that the candidate have at least a bachelor's degree, experience in data collection methods and analysis, and prior experience in developing clearly defined quality improvement outcome measurements.**
52.	**Does the TDOC have any education, licensure, or experience requirements for the "Administrator" referenced in §A.21.a of the *pro forma* contract?**	**We require that the candidate have at least a masters degree in a mental health related field, and prior administrative supervisory experience, preferably in corrections.**

	QUESTION / COMMENT	STATE RESPONSE
53.	**Please provide an inventory (by facility) of office equipment (e.g., PCs, printers, fax machines, copiers) currently in use at the TDOC facilities and identify which equipment will be available for use by the selected provider.**	**MCCX** State Owned Equipment – 8 State Computers Telehealth Equipment Contractor Owned – 7 Computers 3 Printers Kronos Time Clock **MLCC** State Owned Equipment – 6 State Computers 3 Printers Telehealth Equipment Contractor Owned – 1 Computers 3 Printers 1 Scanner **DSNF** State Owned Equipment – 12 State Computers Contractor Owned – 5 Computers **BCCX** Contractor Owned – 9 Computers 3 Printers 1 Scanner **WTSP** State Owned Equipment – 7 State Computers 2 Printers 3 Dictation Systems Contractor Owned – 3 Computers 3 Printers 3 Scanners **NECX** State Owned Equipment – 7 State Computers 1 Printer Telehealth Equipment Contractor Owned – 4 Computers 1 Printer 1 Scanner **NWCX** Contractor Owned – 2 Computers **RMSI** State Owned Equipment – 5 State Computers 3 Printers Telehealth Equipment Contractor Owned – 2 Computers 1 Printer **TCIX** State Owned Equipment – 1 State Computer 1 Printer Telehealth Equipment Contractor Owned – 2 Computers 2 Printers Additionally each Institution has a variety of test materials
54.	**Please provide an inventory (by facility) of telehealth/telepsychiatry equipment currently in use at the TDOC facilities and identify which equipment will be available for use by the selected provider.**	**Please refer to the Response to Question #53**

	QUESTION / COMMENT	STATE RESPONSE
55.	How does mental health staff at the TDOC facilities currently access the Internet: through a facility network or through connectivity provided by the incumbent Contractor? Who is financially responsible for such Internet access?	Internet is accessed through the facility network. TDOC is financially responsible for such access.
56.	The *pro forma* contract states, "Currently the Medical Services Contractor is responsible for the costs of Mental Health laboratory studies ordered by the Mental Health Contractor." Please confirm this arrangement will remain in place for the new mental health Contractor.	The Medical Services Contractor is responsible for the costs of mental health laboratory studies ordered by the behavioral health contractor.
57.	Please (a) identify the TDOC's intake/reception centers and (b) describe the mental health Contractor's role in the TDOC intake/reception process.	The intake/reception center for male inmates is BCCX, and the intake/reception center for female inmates is TPFW. The Behavioral Health Contractor's role in the TDOC diagnostic process is described in Policy #113.82 and Policy #113.84. All inmates must be seen by a Qualified Mental Health Professional within 14 days of arrival for a mental health appraisal. Inmates who are not on psychotropic medication upon arrival but who exhibit possible mental illness during the appraisal will be referred to a Licensed Mental Health Professional for further evaluation and possible medication. For inmates who arrive on psychotropic medication: 1. The APN/psychiatrist will renew the medication for 14 days. They will be evaluated by a clinical psychologist within seven days of arrival, and evaluated by the psychiatrist/APN within 14 days of arrival for medication concerns. At the end of this process, the inmate will be assigned a Mental Health Level of Care.
58.	What is the average length of time a TDOC offender spends at a reception center before being transferred to his/her permanent housing location?	The average length of stay that a TDOC offender stays at a reception center before being transferred to his/her permanent location is 45 days.
59.	How many (if any) offenders does the TDOC currently have housed in community (non-TDOC) psychiatric hospitals or other mental health facilities? Who is financially responsible for the cost of care for these offenders?	Offenders are not housed outside TDOC facilities for mental health reasons.
60.	Please describe the current protocol in place for triaging and addressing offender requests for mental health services, i.e., mental health Sick Call.	Inmates request mental health services through medical Sick Call, at which time a referral is sent to the Mental Health Administrator. The referrals are triaged by a Qualified Mental Health Profession, and the inmates are scheduled to be seen by the most appropriate mental health professional.
61.	Please identify the number, type, and timeframes of any mental health backlogs that currently exist at the TDOC facilities.	We are not aware of any mental health backlogs at this time.

	QUESTION / COMMENT	STATE RESPONSE
62.	Please provide mental health caseload data by TDOC facility and by mental health classification, i.e., Levels I through V.	The mental health caseload as defined by Levels of Care II through V are listed as follows for each facility. Site LVL 2 LVL3 LVL4 LVL5 BCCX 730 58 1 1 MCCX 473 19 17 4 MLRC 307 NECX 506 2 NWCX 78 1 1 RMSI 135 SPND 77 7 145 17 TCIX 65 1 TPFW 488 29 5 2 WTSP 577 125 6
63.	Please provide statistical data on suicide attempts and completions for the last three years.	Completed suicides: 2015: 1 2014: 3 2013: 2 Between September 2014 and March 2015, there have been seven serious suicide attempts. We have no data regarding serious suicide attempts prior to September 2014.
64.	After reviewing the TDOC policies and procedures available online, we did not see any documentation relating to crisis management. Will the TDOC please provide its policies pertaining to (a) suicide monitoring, (b) seclusion, and (c) mental health restraints?	TDOC policies 113.88 and 506.07 are provided herewith.
65.	After reviewing the TDOC policies and procedures available online, we could not locate the Policy #113.70 referenced in §A.19 of the *pro forma* contract. Will the TDOC please provide its policies pertaining to Pre-Release Planning and Mental Health Transitional Services?	TDOC policies 113.70 and 113.8 2.1 are provided herewith.
66.	RFP Attachment Six refers to "72 hours seclusion" within the "Examples of Services" section. Please provide more detail on this component of the TDOC mental health program.	Inmates placed in mental health seclusion (including suicide precaution) must be seen by a psychiatric provider within 72 hours.
67.	RFP Attachment Six also refers to "Minimum Custody, Transition Center placement" within the "Examples of Services" section. Please provide more detail on this component of the TDOC mental health program.	Every inmate who is referred for housing in a minimum security setting (either an annex or the Chattanooga Release Center) must be reviewed for their psychological stability to be eligible for such placement.

	QUESTION / COMMENT	STATE RESPONSE
68.	The RFP mentions the NWCX Special Education Program and several Substance Use Disorder units. Please provide a list of all mental health units at the TDOC facilities, including the number of beds and acuity level treated.	The locations and capacities of residential modified therapeutic community substance use treatment (MTC) programs are listed in Section A.30 of Attachment 6.6 of the RFP. The following are the locations and capacity of Supportive Living Units for the treatment of seriously mentally ill offenders. BCCX 48 (LOC III) DSNF 160 (LOC IV) MCCX 24 (LOC III) MCCX 24 (LOC IV) TPFW 36 (LOC III & IV) WTSP 128 (LOC III) The NWCX Special Education Program is not a behavioral health program.
69.	With regard to §A.16.a (Quality Improvement) of the pro forma contract, what tests or indices does the TDOC currently use to measure clinical and programmatic mental health outcomes?	Number of inmates on psychotropics. Percentage of inmates on psychotropics. Percentage of mental health inmates on psychotropics. Total mental health caseload receiving psychotropics and/or behavioral interventions. Number of self-injurious behaviors, by severity and method of injury. Residential TCOM participants, new admissions, successful/unsuccessful discharges, successful completion rate, successful completions released to the community. Drug testing, GP random drug screens, initial drug screens for new TCOM participants, and drug screens for all participants in TCOM. Substance use treatment need for new intakes Number of offenders receiving case management services by type of service provided.
70.	Please confirm mental health staff members have no responsibility for the medication administration/Pill Pass process.	Mental health staff do not have responsibility for medication administration/pill pass process.
71.	Please identify and provide contact information for the current TDOC pharmacy vendor.	The current TDOC pharmacy vendor is Clinical Pharmacy. The contact information is: 601 Grassmere Park Drive Suite 14 Nashville, TN 37211 1.877.826.5488 clinicalsolutionspharmacy.com
72.	We appreciate the pharmacy cost data provided in RFP §1.1. Can the TDOC please provide additional, more updated cost data on psychiatric medications?	See the Attachment NINE

	QUESTION / COMMENT	STATE RESPONSE
73.	Please provide copies of the following documents. a. The current mental health/psychotropic formulary b. A current pharmacy/formulary management report	a. See Attachment Nine b. See Attachment Nine
74.	On average, what percentage of TDOC inmates are prescribed psychotropic drugs each month?	On average, 17% of TDOC inmates are prescribed psychotropic medications each month.
75.	What is the average timeframe for the TDOC to reimburse the mental health Contractor for 50% of the cost of psychiatric medications? Please confirm such reimbursement occurs monthly.	The Mental Health contractor is not reimbursed for these expenses since TDOC pays the pharmacy vendor and charges the 50% to the Vendor. Additional information regarding payment is found in the RFP
76.	We are looking for the formula (or other methodology) that the TDOC will use to evaluate, rank, and assign scoring points to bidders' prices. For example, a formula commonly used in other correctional health care bid evaluations is as follows. Lowest price of all proposals _____ x # points possible for Price component = Price of proposal being evaluated Price Score How will the TDOC assign scores and/or relative ranking to bidders' submitted prices?	The Scoring Guide at the bottom of the COST PROPOSAL & SCORING GUIDE This guide is responsive to the question and anything "commonly used in other correctional health care bid evaluations" is non-responsive.
77.	The TDOC mental health project is primarily a staffing project, which means the Vendor's operational costs will not fluctuate in the face of routine month-to-month increases and decreases in the TDOC inmate population. Given this fact, will the TDOC consider a pricing model not based on inmate population levels, e.g., a flat, fixed annual fee, etc.?	The pricing model in the RFP is the only one considered responsive.
78.	If the "per diem" pricing model described in the RFP is retained, will the TDOC consider establishing a guaranteed minimum population on which the Vendor can expect reimbursement each month, i.e., a "not to go below" base value for the contract (similar to the "not to exceed" amount in the pro forma contract) to keep the Vendor's revenue constant in the face of its constant operational expenses?	Refer to the response to Question #77
79.	Please indicate the type and amount of performance guaranty provided by the incumbent health services contractor under the current contract.	Please refer to Question #4 Answer is contained in the contracts.
80.	Please confirm that overtime and agency hours will count toward the hours required by the contract.	Overtime hours will count toward coverage as specified in the RFP. We are unable to respond to the question with regard to "agency hours," as we do not understand to what this term refers.
81.	Please confirm that overtime and agency hours will count toward the hours required by the contract.	See response to Question #80.

	QUESTION / COMMENT	STATE RESPONSE
82.	In the interest of time given the due date of May 20, we are respectfully requesting copies of the following documents to be provided with your responses on May 13: a. Current contract with Corizon for the mental health services, with all amendments and attachments, as well as their proposal in connection with that contract. b. Previous contract with Centurion for the mental health services, with all amendments and attachments, as well as their proposal in connection with that contract. c. Current contract with Spectrum for the mental health services, with all amendments and attachments	Please refer to Question #4
83.	At the pre-proposal conference, it was mentioned that there are a number of State employees who will need to be assimilated by the vendor. Please provide specifics regarding these employees to include: a) Number of FTEs b) Facility c) Type of position, title, and/or level of education d) Current salary and benefits information	See Question #20. Additionally, Five FTE Mental Health Administrator positions currently held by State employees will transition to the vendor. (One of these State employees will retire on July 1, 2015, coinciding with the start of the new contract.) These positions are included in the minimum staffing levels in the RFP.
84.	At the pre-proposal conference, it was mentioned that there are a number of State employees who will remain employed by the State. Please provide the following information regarding these employees: e) Will the vendor direct the activities of these employees? f) Number of FTEs g) Facility h) Type of position, title, and/or level of education	The vendor will be expected to provide clinical supervision, only, as to affected state-employed positions providing services in conjunction with this contract. Administrative supervision of those affected positions will be the responsibility of the Department."
85.	Please outline the scope of any intake evaluations completed by mental staff on newly-admitted inmates to the TDOC.	See response to Question #57.
86.	Please confirm that the scope of the current RFP does not include provision of services for the sexual offender treatment program that is being relocated from the Charles Bass facility.	The Behavioral Health RFP does include for the provision of services for the Sex Offender Treatment Program that has been relocated from CBCX to DSNF.
87.	Can you please provide a copy of the RFP in MS Word or similar standard editable format, so that Respondents may better duplicate RFP Attachment 6.2.	TDOC is not able to grant this request.
88.	Please explain the difference between RFP specification Items C.2 and C.3.	They are two distinctly different requests. Further these items are required State Model Language.
89.	Please list the specific criteria the State will use for evaluating Item C.2.	There are no specific criteria. The Proposal is evaluated by a panel of Evaluators who assess the Proposal against the stated item content.
90.	Please list the specific criteria the State will use for evaluating Item C.3.	There are no specific criteria. The Proposal is evaluated by a panel of Evaluators who assess the Proposal against the stated item content.
91.	a. Are there any current consent agreements, class action lawsuits in litigation, or court orders regarding behavioral health?	Please refer to the department's response to question number seven above.

	QUESTION / COMMENT	STATE RESPONSE
92.	A. 3. A. What if litigation occurs or the TDOC enacts policy change that has substantial cost implications resulting in a change to the scope of services? How does the TDOC address such changes in scope of services to the staffing and payment of the Contractor?	*The pro forma contract is being amended to add a new provision to section C to be designated as C .10, Compensation Adjustment For Change Of Services,*
93.	b. Does the TDOC currently use the DSM 5 and ICD 10 as the current Diagnostic and Statistical Manual of Mental Disorder?	Yes
94.	A. 4. b. What are the mandated training requirements for certification by the Sex Offender Treatment Board?	All providers must be licensed in the State of Tennessee by a health related licensing board. In order to become an approved provider, the licensed individual must first attend a 2 ½ day training for new providers that is offered annually by the SOTB. Current providers must attend a full day of adult sex offender-related training that is approved by the SOTB.
95.	A. 4.c. What additional equipment or furnishings are needed?	Additional equipment or furnishings needed are the determination of the vendor in the technical proposal to the RFP.
96.	Please provide a current inventory of equipment, furnishings and computer equipment, telehealth equipment.	Please refer to the Response to Question #53
97.	Please provide actual costs that TDOC has incurred on curricula, psychological testing/tools and recreational supplies over the last 12 month period.	July 1, 2014 through March 31, 2015 32914 66.00 Psych. Assessment 66.00 32916 3,411.09 Psych. Assessment 535.68 The Change Cos. 2,875.41 32917 5,350.16 The Change Cos. 5,350.16 32918 4,235.50 The Change Cos. 4,235.50 32941 5,233.10 The Change Cos. 5,233.10 32942 1,088.64 Psych. Assessment 1,088.64 32943 7,929.71 Psych. Assessment 1,386.72 The Change Cos. 6,542.99 32945 13,871.34 The Change Cos. 13,871.34 32947 1,743.68 Psych. Assessment 1,515.24 The Change Cos. 228.44 Grand Total $42,929.22
98.	Given the amount of time that it takes to provide supervision to interns and the time that it would then take from the provision of patient care, how many interns/practicum students are licensed staff now asked to provide supervision to? How many interns currently work in the mental health program?	We anticipate there will be two interns/practicum students for the upcoming Summer and Fall semesters.
99.	Will the supervised activities provided by Interns/Practicums count toward the services required to be delivered within the contract?	Supervision of interns/practicums will count toward the services required within the contract; however, the vendor may not rely on interns to provide the patient care services required of the vendor.
100.	Can you please clarify what is meant by the statement, "During the development period, a distinction will be made as to whether the performance measure is determining the outcome of a specific program intervention or the expectation of the Contractor?"	During the early implementation phase of the contract, TDOC will evaluate the results of outcome measures with consideration to outcomes over which the Contractor has not had sufficient time to have an appreciable impact.
101.	Who will be responsible to directly supervise the Quality Improvement Coordinator (QIC)? Would this be the vendor or the TDOC Director of Behavioral Health Services?	The vendor is responsible for the direct supervision of the QIC.

	QUESTION / COMMENT	STATE RESPONSE
102.	The Contract states that Contract Monitors have full access to all corporate files including but not limited to, personnel records, payroll records, licensure certification, employee evaluations. Can you please confirm that this requirement will not conflict with employee privacy laws?	The subject of employee privacy rights concerns matters of information personal to an employee, as to which such individual's employer may not inquire and is not otherwise privileged to obtain. As such, it is expected that the vendor's record set will not contain any information that is in violation of any of its employees' right to privacy.
103.	c. The TDOC has the right to expand upon existing performance measures at any time; however, would this then expand upon liquidated damages as this would represent a change in scope of services to the bid price presented? If so, would the TDOC consider mutual agreement for any proposed change to performance measures?	Performance measures serve generally to allow the Department to evaluate vendor performance within the scope of required services, so that corrective action may be secured when indicated. Liquidated damages, as provided in the pro forma contract, will be the agreed-upon measure of actual damages which the department may incur as a result of specified performance failures by the vendor. Any additional performance measures introduced by the Department during the term of the contract serve the general purpose described above and cannot serve to vary the existing agreed-upon assessment of damages for actual, defined performance failures set forth in the pro forma contract. Any change in the set of defined performance failures for which the vendor may be liable in liquidated damages would be a matter for contract amendment.
104.	Does issuance of the balance of medications include only the psychotropic medications or all medications upon release? Is the Contractor responsible for only mental health pre-release planning or medical and mental health and SUD reentry planning?	The Contractor is responsible for issuing the balance of psychotropic medications only. The Contractor is responsible for pre-release planning related to mental health and SUD concerns, but not medical.
105.	As the RFP does not specify, please provide the number of hours per week or full time equivalent expected of the Clinical Director and Psychiatric Director. Will an appropriate private office (as opposed to an open cubicle) be provided for such individuals due to HIPAA, human resources and other private conversations as necessitated at TDOC headquarters if they are required to be present at this location? Will clerical space be provided for Contractor staff and how much for support of these professional staff? Will the Case Management Coordinator be responsible for medical release planning as only mental health services upon release are specified?	The Clinical Case Manager is responsible for oversight of release planning for mental health and substance use disorder-related needs. They are not responsible for medical release planning. The Clinical Director is expected to be a full time equivalent position. The Psychiatric Director will be expected to provide some patient care, but is responsible to direct the clinical work of psychiatric providers required under the contract. With regard to space, walled conference rooms are available and can be reserved for private conversations. TDOC will attempt to accommodate the needs of the Contractor.
106.	f. Approval of Key Staff: What "certain key prospective employees" does the TDOC Director of Clinical Services and/or Director of Behavioral Health participate and interview?	Key prospective employees will include the Contract Management staff described in A.21 of the RFP, with the exception of clerical staff.
107.	Please describe the positions that require training in the category of "all non-behavioral health staff."	"All non-behavioral health staff" will include security, unit management, and pertinent medical staff.
108.	Can you please provide the policy on the uniforms? Is this dress code or are our staff going to be required to wear specific uniforms?	Staff are not required to wear specific uniforms. However, all staff are expected to wear professional attire in keeping with the safety and security needs of a correctional institutional environment.

	QUESTION / COMMENT	STATE RESPONSE
109.	Does the TDOC have plans to enhance access to TOMIS for Contractor staff to ensure that the requirements of data entry can be met timely and liquidated damages can be avoided?	The department will provide to the vendor's employees the user credentials necessary for the vendor to complete its recordkeeping obligations under the contract.
110.	Does the phase "direct assessment" indicate that such an assessment must be conducted with the inmate in a face-to-face manner?	Direct assessment by a psychiatric provider can either be face-to-face or via telehealth when such an assessment can be accommodated by telehealth equipment. Direct assessment can never be conducted over the phone.
111.	Does the phase "direct assessment" indicate that such an assessment must be conducted with the inmate in a face-to-face manner?	See response to Question #110.
112.	It is the intent of TDOC to replace a mail order pharmacy services with a pharmacy based at DeBerry with stock medications now purchased in bulk by the State? If so, bulk medications would not be ordered or tied to individual providers (belonging to two different Contractors) at the time of purchase. Could TDOC further elaborate on the anticipated process of obtaining and tracking medications purchased in bulk and ordered by 2 different contractors and having the Contractor pay for the medications and obtain reimbursement for 50% from the State?	Vendors are referred to the Pharmacy RFP which is located on the TDOC website and is available for review.
113.	Do clinical protocols for drug testing for patients on psychotropic medications only refer to the routine testing of mood stabilizers used, or are you referring to other medications?	Clinical protocols for drug testing for patients on psychotropic medications only refer to the routine testing of mood stabilizers.
114.	Will the vendor have access to the equipment that is at the Women's Transition Center in Chattanooga, or will the vendor be required to purchase new equipment?	The vendor will have to purchase any equipment necessary at the Women's Transition Center in Chattanooga.
115.	a. How many Special Education Evaluations have been requested within the last fiscal year? What are the requirements of such an evaluation and what is the time involved?	Approximately two to three Special Education Evaluations are requested per month. The psychologist is required to complete an IQ test (WAIS-IV) and a review of records to be determined the existence of an emotional disturbance. By law, the evaluation must be completed within 60 days of the inmate's initial placement in the program.
116.	Is the contractor responsible for Correctional Officer psychological evaluations?	No
117.	a. 4. Mental health services are mentioned with regard to reentry but not substance use disorder. Are such services required for substance use disorder as well?	Clinical case management reentry planning will include substance use disorders only for inmates with mental health care levels of two and above.
118.	a. 5. Who else assists inmates with benefits entitlements applications and obtaining the necessary documentation such as birth certificates, social security cards, etc.?	Institution reentry counselors assist in obtaining documentation such as birth certificates, social security cards, etc. It is the responsibility of clinical case managers to assist with benefit entitlement applications.

	QUESTION / COMMENT	STATE RESPONSE
119.	**How many of the approximately 36 LADAC and unlicensed SUD treatment position are filled v. vacant at present by location?**	**The staffing matrix requires 14 LADACs and 28 non-licensed alcohol and drug abuse counselors. Not sure were the number 36 comes from in the question because the total number of staff equals 42 licensed and non-licensed alcohol and drug abuse counselors.** **Note: Correctional Counselors are state employees.** **BCCX- Currently there is 2 LADACS employed by Corizon and 3 state correctional counselors.** **SPND- The LADAC and non-licensed position is not filled.** **MCCX- Currently there is 2 LADACs that are employed by Corizon and 6 non-licensed correctional counselors.** **MLLC- Currently there is 1 LADAC and 1 non-licensed alcohol and drug abuse counselor employed by Spectrum Health Systems. 1 Vacant non-licensed position for GRTH.** **NECX- 1 vacant LADAC positon.** **NWCX- Currently there is two Correctional Counselors that are LADACS. 1 correctional counselor in a non-licensed position. 1 LADAC that is employed by Spectrum and 1 non-licensed counselor employed by Spectrum. The new staffing pattern entails 2 LADACs and 4 non-licensed counselors.** **RMSI- 1 vacant LADAC position.** **TPFW- Currently Spectrum employs 2 LADAC and 2 non-licensed counselors. These positions are currently filled. Although, the new staffing pattern will allows for one LADAC and 3 non-licensed counselors.** **TCIX (main) - 1 vacant LADAC position and 3 vacant non-licensed alcohol and drug abuse counselors.** **TCIX (Wayne Co) - Currently there is two LADACs and 4 non-licensed alcohol and drug abuse counselors employed by Spectrum. Also, there is 1 LADAC currently employed by Corizon.** **The new staffing pattern for TCIX (Wayne Co.) will entail 2 LADACs and 5 non-licensed alcohol and drug abuse counselors.** **WTSP – 1 vacant LADAC.**

	QUESTION / COMMENT	STATE RESPONSE
120.	Turney Center, Annex, Wayne County – Please identify how the positions break out by location of assignment, licensed and unlicensed?	TCIX (Wayne County) MTC- 1 LADAC and 2 non-licensed. Parole Technical Violator Diversion Program – 1 LADAC and 1 non-licensed. Probation Technical Violator Program- 1 non-licensed counselor Boot Camp Program- 1 non-licensed counselor.
121.	b. What pre-testing and post-testing assessment tools are preferred for the SUD treatment program by the TDOC? What are the curricula of choice for the SUD treatment program by the TDOC?	All substance use disorder programs shall provide the Texas Christian University (TCU) pre and post testing scales that will measure inmates in three critical life areas: a. Criminal Thinking (CTS) b. Social Desirability (SOC) c. Psychological Function (PSY) The curriculum of choice for the SUD treatment program is by the Change Companies.
122.	15. How many of the offenders completing either of the two treatment programs are returned to the general population rather than released to the community through parole or by maximum sentence? Please provide a copy of all TDOC policies referenced throughout the document.	For fiscal year 2014-2015 thus far, 1,193 inmates have successfully completed a substance use disorder treatment program. Of those 1,193 inmates, 445 inmates were released upon completion of SUD TX Program back into the community, and the other 748 returned to general population for further review by the Parole Board.
123.	How will the Contractor's staff be trained to perform drug screens? Will specific staff be designated to perform this function?	Each facility has a Correctional Officer that is assigned to facilitate Drug Testing within the prisons. At times, substance use disorder personnel may need to help with assisting in drug testing of inmates in substance use disorder treatment programs. The vendor staff will be trained by TDOC if the need occurs.
124.	a.8 Would the TDOC consider removing the requirement for reporting drug costs by facility and provider since the state contracts directly for pharmacy services?	The Contractor has an impact on drug costs through prescription practices of psychiatric providers and will be responsible for reporting costs by facility and provider through consultation with the pharmacy provider.
125.	a.6 What specialty consultations / procedures does the TDOC anticipate would be requested by the mental health contractor? Please define Outliers, Variance/Variability as it relates to mental health services.	Specialty consultations and procedures are not currently anticipated; however, TDOC reserves the ability to request special consultations should the need arise. A report on Outliers, Variance/Variability will not be routinely required unless determined to be needed during the course of the contract.
126.	c. What is the timeline for implementation of an Electronic Medical Record/Electronic Health Record?	Unknown at this time.

	QUESTION / COMMENT	STATE RESPONSE
127.	Given the per diem structure of the contracted pricing, and as different population assumptions on the part of the vendors could result in significantly different per diems, would the state consider identifying a specific offender population in which all bidders should base their pricing for each of the 3 years of the contract? This would result in a more consistent pricing evaluation and eliminate any potential for one vendor to assume a higher population resulting in a lower per diem that could result in the contract being underfunded if the population does not reach the level projected by the vendor with the lower per diem. To illustrate an example, Vendor A and Vendor B have the exact same cost structure and pricing rollup of $10,000,000. Vendor A assumes an ADP of 15,850, resulting in a per diem of $1.73. Vendor B assumes an ADP of 17,288, resulting in a per diem of $1.58. Vendor B wins the bid but the actual population on which the vendor gets paid is 15,850 for FY '16. This results in revenue of $9,140,695 and the contract is underfunded by almost $1 million.	The TDOC requests proposals which are responsive to the RFP as written. Non-responsive proposals cannot be considered.
128.	What is the time frame for appeal of any liquidated damages by the Contractor to the Director of Behavioral Health?	The pro forma contract makes no provision for the vendor to appeal an assessment of liquidated damages. Please refer to section A.17.d of the pro forma contract regarding the vendor's opportunity to respond to a cited deficiency of performance before for any applicable assessment of liquidated damages is applied.
129.	Will the Performance Measurement instrument mirror the contract monitoring tool?	Yes
130.	The requirement to have mental health positions filled within thirty one days appears twice in the listing of performance measures. Does the TDOC intend to institute the penalty twice for the same vacancy? Will you consider removing one of these?	There is but one performance expectation as to filling vacant positions. One of the measures is simply a redundancy and has been removed.
131.	The performance measure states response within one hour but the RFP states response within 30 minutes to a call for a psychiatrist or psychiatric APN. Can you please clarify.	Attachment 3 has been amended to bring the performance measure in accordance with the contract specification.
132.	The indicator is relying solely on the documentation of the other Contractor's staff rather than on the Behavioral Health staff documentation from their call receipt and response time – would the TDOC consider this alternative documentation source if any dispute in time arises in the case of liquidated damages?	The Contractor is expected to provide an electronic call log to document date/time receipt of referral from the calling institution and date/time receipt of response call from the psychiatric provider. Should a dispute arise TDOC will use whatever information is at it's disposal to achieve a fair assessment of the damages.
133.	Please confirm that the minimum staffing on Attachment 5 is intended to represent 164.25 FTEs, excluding the six regional positions and clerical support staff, as described in the scope of services sections on pages 10-11.	Attachment 5 is intended to represent 166 FTEs, excluding the six regional positions and clerical support.
134.	There is currently a Telehealth Coordinator position and the TDOC has placed a significant emphasis on telepsychiatry within the RFP. Would the TDOC consider the addition to the Minimum Staffing Requirements of the Telehealth Coordinator position?	TDOC will not consider the addition of any added regional positions.
135.	Are all state employees included in this minimal staffing requirement?	All State employees who have the option to remain with the State are included in this minimal staffing requirement.
136.	Are the state staff going to be converted to the vendor?	See response to Question #20.

	QUESTION / COMMENT	STATE RESPONSE
137.	If State employees do not have to convert to the vendor, is there a defined cost or percentage of State Employee Paybacks?	See response to Question #20.
138.	The contract states that each facility will have a Mental Health Administrator and a Clinical Director; however, in the Minimum Staffing Requirements TCIX does not list a PhD. Is TCIX required to have a Clinical Director?	TCIX will provide limited mental health services and is not required to have a Clinical Director.
139.	Given the current ADP of 15,850 and the proposed closure of Charles Bass and opening of another private prison in 2015, is the FY '16 base ADP of 17,288 realistic? Do you intend to move enough inmates from the County Jails to fill up a new private prison and increase the ADP in state operated facilities by approximately 1,500 in FY '16?	TDOC intends to run a safe, secure, and efficient prison system. Attachments Seven and Nine address the Population issues.
140.	The Charles Bass facility reported no inmates as of the end of April, 2015. Please advise if the staffing of 2.7 FTEs should remain in the RFP staffing plan. If so, please advise how these positions should be reallocated to other facilities.	The RFP staffing plan has been revised to correct the allocation of required staffing at active facilities in light of operations having ceased at the Charles Bass facility.
141.	Would the Department consider amending the RFP to allow vendors to bid on distinct services contained within the scope of work? The way the RFP is presently structured prevents us from directly bidding on our existing contracted services – in-prison substance abuse.	The RFP is responsive to the Department's needs and the State declines to amend the RFP in such a manner.
142.	Will the Department consider extending the response deadline to allow sufficient time for establishing the necessary partnerships and preparing a comprehensive proposal for all the services being sought? With a due date of May 20th, the current schedule is very aggressive considering the breadth of services being procured.	The Schedule of Events is Amended herein.
143.	Will the State provide an equipment inventory for all relevant equipment that will be in place at the time of the award? Also, please provide a list or description of any equipment purchased by the current vendor considered State property and to be made available for the next vendor.	Please see response to Question #53.
144.	The RFP requires the contractor to use a Direct-accredited Health Information Service Provider (HISP) and Direct secure emailing when transferring electronic information that includes inmate Personal Health Information (PHI). The RFP indicates that Direct secure emailing is required when transferring inmate PHI to the TDOC (or, under conditions where external mental health providers are subcontractors to the contractor, when external mental health providers transfer electronic inmate PHI to the contractor or TDOC). It is our understanding that Direct secure messaging is designed for provider-to-provider or system-to-system health information exchange with the intent of ensuring accessibility of PHI and promoting continuity of care without compromising the confidentiality and security of the PHI. The cost of using a Direct-accredited HISP is more than five times greater than other providers, and use of Direct secure messaging/emailing would require the TDOC and the contractor to establish email addresses that are used exclusively for purposes of transmitting PHI. In the current circumstances, the behavioral health contractor will be working within the TDOC. It is possible to use other, much less expensive email services that provide end-to-end encryption of electronic information carried over the internet. Would the TDOC permit the use of an email encryption service that is not a Direct-accredited HISP, so long as it can be demonstrated that encryption and security are adequate to ensure safe transfer of inmate PHI over the internet?	Please see response to Question #17.

4. Add the following as RFP ATTACHMENT 6.6 Section A.36. EMPLOYEE TRANSITION PROCESS:

A.36. **EMPLOYEE TRANSITION PROCESS:**

a. ~~There are currently state employees who meet the professional qualifications as delineated in the approved minimum staffing requirements~~ There are TDOC employees currently in the positions who meet the professional qualifications in **ATTACHMENT FIVE**, and whose positions appear in **ATTACHMENT TEN**. The Contractor shall offer these state employees a position as an employee of the contractor. Said offer shall be at least 120% of employees' current base salary. Benefits will be the contractors' standard package.

b. The effect on the maximum liability is outlined in section C.3.c. State staff may choose to remain as employees of the TDOC or transfer to another state position.

c. Those employees who remain with TDOC will continue to provide mental health services within the scope of services delineated in the contract. This specifically does not include those positions identified in **ATTACHMENT TEN**. Should those employees in ATTACHMENT TEN elect to remain with the State they will be reassigned to duties associated with their Description and Classification. The Contractor will assume responsibility for staffing the appropriate position in the Staffing Plan in ATTACHMENT FIVE. The TDOC Director of Behavioral Health Services and/or designee will provide supervision and participate in the annual evaluation process of these individuals.

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

5. Add the following as RFP ATTACHMENT 6.6 Section C.3.e. PAYMENT TERMS AND CONDITIONS:

C.3.e. Should employees decline the Contractor's job offer and remain state employees, the amount billed to TDOC per month will be reduced by 140% of those employee's salaries as listed in ATTACHMENT TEN. This reflects employee's base salary plus estimated benefits.

6. Delete RFP Attachment 6.6. Pro Forma Contract Attachment Three in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted)**:**

Attachment THREE is attached in its entirety following the Amendment language and replaces the Attachment in the RFP.

7. Delete RFP ATTACHMENT 6.6 Attachment FIVE in its entirety and insert the following in its place:

Attachment FIVE is attached in its entirety following the Amendment language and replaces the Attachment in the RFP.

8. Add the following to RFP ATTACHMENT 6.6 Attachment SEVEN as "Bed Space and In-House Population :

Addition to Attachment SEVEN is attached in its entirety following the Amendment language

9. **Add the following as RFP ATTACHMENT 6.6 Attachment TEN as "Current State Positions Requiring Contractor Job Offers" :**

   Attachment TEN is attached in its entirety following the Amendment language

10. **Add the following as RFP ATTACHMENT 6.6 Attachment Nine as "Tennessee DOC Formulary 5/12/15" :**

    Attachment Nine is attached in its entirety following the Amendment language

11. **Add the following as RFP ATTACHMENT 6.6 Attachment Ten as "Current State Positions Requiring Contractor Job Offers" :**

    Attachment Ten is attached in its entirety following the Amendment language

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

STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS # 32901-31264 FOR GOODS OR BEHAVIORAL HEALTH SERVICES

DATE: MAY 27, 2015

RFP # 32901-31264 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE	UPDATED/CONFIRMED
1. RFP Issued		April 28, 2015	**Confirmed**
2. Disability Accommodation Request Deadline	2:00 p.m.	May 01, 2015	**Confirmed**
3. Pre-response Conference	TBD	May 04, 2015	**Confirmed**
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 05, 2015	**Confirmed**
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 08, 2015	**Confirmed**
6. State Response to Written "Questions & Comments"		June 01, 2015	**Updated**
7. Response Deadline	2:00 p.m.	June 08, 2015	**Updated**
8. State Completion of Technical Response Evaluations		June 11, 2015	**Updated**
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 12, 2015	**Updated**
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	June 17, 2015	**Updated**
11. End of Open File Period		June 24, 2015	**Updated**
12. State sends contract to Contractor for signature		June 25, 2015	**Updated**
13. Contractor Signature Deadline	2:00 p.m.	June 29, 2015	**Updated**
14. Performance Bond Deadline	2:00 p.m.	June 30, 2015	**Updated**

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

STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS # 32901-31264 FOR GOODS OR BEHAVIORAL HEALTH SERVICES

DATE: MAY 15, 2015

RFP # 32901-31264 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE	UPDATED/CONFIRMED
1. RFP Issued		April 28, 2015	**Confirmed**
2. Disability Accommodation Request Deadline	2:00 p.m.	May 01, 2015	**Confirmed**
3. Pre-response Conference	TBD	May 04, 2015	**Confirmed**
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 05, 2015	**Confirmed**
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 08, 2015	**Confirmed**
6. State Response to Written "Questions & Comments"		May 19, 2015	**Updated**
7. Response Deadline	2:00 p.m.	May 27, 2015	**Updated**
8. State Completion of Technical Response Evaluations		June 01, 2015	**Updated**
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 02, 2015	**Updated**
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	June 04, 2015	**Updated**
11. End of Open File Period		June 11, 2015	**Updated**
12. State sends contract to Contractor for signature		June 12, 2015	**Updated**
13. Contractor Signature Deadline	2:00 p.m.	June 17, 2015	**Updated**
14. Performance Bond Deadline	2:00 p.m.	June 26, 2015	**Updated**

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

STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS
FOR
BEHAVIORAL HEALTH SERVICES

RFP # 32901-31264

RFP CONTENTS

SECTIONS:

1. **INTRODUCTION**
2. **RFP SCHEDULE OF EVENTS**
3. **RESPONSE REQUIREMENTS**
4. **GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
5. **EVALUATION & CONTRACT AWARD**

ATTACHMENTS:

6.1. **Response Statement of Certifications & Assurances**

6.2. **Technical Response & Evaluation Guide**

6.3. **Cost Proposal & Scoring Guide**

6.4. **Reference Questionnaire**

6.5. **Score Summary Matrix**

6.6. ***Pro Forma* Contract including:**

Attachment One - Attestation Re Personnel Used In Contract Performance
Attachment Two - Sample Performance Bond
Attachment Three – Performance Measures
Attachment Four - Liquidated Damages Schedule
Attachment Five - Minimum Staffing Requirements
Attachment Six - Levels Of Mental Health Care and Examples of Services
Attachment Seven - Bed Space and In House Population
Attachment Eight - Facility Locations and Map

1. INTRODUCTION

The State of Tennessee, TENNESSEE DEPARTMENT OF CORRECTION (TDOC), hereinafter referred to as "the State," has issued 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 businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State intends to secure a contract for mental health services as described in the pro forma contract for State managed prison facilities throughout the State of Tennessee. The location and population for State managed and privately managed facilities are listed in the **RFP ATTACHMENT 6.6. -Pro Forma Contract, ATTACHMENT SEVEN and ATTACHMENT EIGHT of the Pro Forma Contract.**

Services to be provided include but are not limited to psychiatric services, psychological services, substance abuse services, case management services, therapeutic recreational activity services, and pharmaceutical responsibilities. Licensed physicians who are board certified **or** board eligible in psychiatry shall provide psychiatric services. Under protocols approved by the supervising psychiatrist, Advanced Practice Nurses (APNs) may provide the delivery of psychiatric services. The Contractor shall be responsible for all psychiatric medications prescribed by the Contractor's providers. The State shall reimburse the Contractor for fifty percent (50%) of the cost of all psychiatric medications as further detailed in the Payment Methodology at Section C.3 of Attachment 6.6. (From July 1, 2012 through November 30, 2014 fifty percent (50%) of the psychiatric medications totaled $1,050,504.12**.)** The Contractor is responsible for collaborating with the Department of Correction's pharmacy vendor. The Contractor shall assign a qualified person as the primary liaison between the contractor and the pharmaceutical company as it pertains to delivering services described in the contract.

The Tennessee Department of Correction (TDOC) system consists of fourteen (14) correctional institutions. Currently eleven of these institutions are managed by the State, and Corrections Corporation of America (CCA) privately manages three facilities. In addition, the TDOC system includes the Tennessee Correctional Academy in Tullahoma, TN, and the Central Office in Nashville, TN. Tennessee is one of only six correctional jurisdictions in the United States to be fully accredited by the American Correctional Association (ACA).

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

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

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

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

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to

discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

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

RFP # 32901-31264

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:

WILLIAM M. ANDERSON – RFP CO-ORDINATOR
TENNESSEE DEPARTMENT OF CORRECTION
RACHEL JACKSON BUILDING, 6TH FLOOR
320 SIXTH AVENUE NORTH
NASHVILLE, TN 37243

(615) 253-8104
william.m.anderson@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, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ 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:

Marcedes Harding
Office of the Commissioner
6th Floor Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN 37243-0465
Telephone: (615) 741-1000 Extension 8155
Marcedes.Harding@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: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.

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:

Tennessee Department of Correction
Central Office – Ground Floor Conference Room
Rachel Jackson Building
320 6th Avenue North
Nashville, TN 37243-0465

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
- 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 **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 **ONE MILLION DOLLARS ($1,000,000.00)**, and said amount shall <u>not</u> be reduced at any time during the period of the contract.

The successful Proposer must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., *Pro Forma* Contract, **ATTACHMENT TWO**, 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.

The successful Proposer 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.)

Failure to provide to the State a performance bond as required by performance bond deadline detailed in the RFP Section 2, Schedule of Events and, as applicable in the case of a periodic 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 bond, shall result in contract termination.

The successful Proposer 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 State will not assist the Proposer with securing the services of any fidelity or guaranty underwriter.

Failure to adhere to the requirements of this RFP Section shall result in termination of the Contract as a material breach of the contract. Further, as applicable, failure to periodically provide to the State a new or re-issued performance bond subsequent to the first as required above shall be a material breach of contract and result in the State taking action to exact payment pursuant to the current performance bond held by the State.

2.0. 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. A response must respond, as required, to this RFP (including its attachments) as may be amended. 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.

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		April 28, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	May 01, 2015
3. Pre-response Conference – Ground Floor Conference Room – Rachel Jackson Bldg. Nashville, TN	8:30 - 10:00 a.m.	May 04, 2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 05, 2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 08, 2015
6. State Response to Written "Questions & Comments"		May 13, 2015
7. Response Deadline	2:00 p.m.	May 20, 2015
8. State Completion of Technical Response Evaluations		May 25, 2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 26, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	May 28, 2015
11. End of Open File Period		June 04, 2015
12. State sends contract to Contractor for signature		June 05, 2015
13. Contractor Signature Deadline	2:00 p.m.	June 10, 2015
14. Performance Bond Deadline	2:00 p.m.	June 23, 2015

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 must 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 respond 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.

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 # 32901-31264 TECHNICAL RESPONSE ORIGINAL"

and TEN (10) 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, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 32901-31264 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 # 32901-31264 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF/XLS" format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 32901-31264 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 # 32901-31264 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 # 32901-31264 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 # 32901-31264 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:

WILLIAM M. ANDERSON – RFP CO-ORDINATOR
TENNESSEE DEPARTMENT OF CORRECTION
RACHEL JACKSON BUILDING, 6TH FLOOR
320 SIXTH AVENUE NORTH
NASHVILLE, TN 37243

(615) 253-8104
william.m.anderson@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.

3.4. Response Errors & Revisions

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

3.5. Response Withdrawal

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

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

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

3.7. Response Preparation Costs

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

From time-to-time, the State may 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. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

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. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

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 *Tennessee Code Annotated*, Section 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 start date or after the Contract end date.

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**20**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**35**
Cost Proposal (refer to RFP Attachment 6.3.)	**45**

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. 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 to 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 a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into 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 negotiation 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 # 32901-31264 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 Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
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.

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

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

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

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., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent'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.	
	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 rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following: (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages: (i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or One Million Dollars ($1,000,000) per occurrence for employers' liability; (ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than One Million Dollars ($1,000,000) per occurrence; and (iv) Professional Malpractice Liability with a limit of not less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) aggregate. (e) The following information applicable to each type of insurance coverage: (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
	A.7.	Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements must: (1) reflect an audit period for the most recent available fiscal year; (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of a C.P.A. employed by the State and charged with the financial document review of the Respondent, to reflect sufficient financial stability to undertake the subject contract with the	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		State if awarded pursuant to this RFP. NOTES: ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted. All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number and state in which the person or entity is licensed.	
	A.8.	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent 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. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description and total value; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract,

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		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=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring TENNESSEE DEPARTMENT OF CORRECTION; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Respondent, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Respondent will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); (ii) sign and date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire 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. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is 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 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.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) 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; (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 has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 20)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		**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 project schedule.		**10**	
	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.		**10**	
	C.4.	The Proposer shall provide its plan for staffing clinical services for each of the **eleven** State managed facilities. The proposal shall at least include the Minimum Mental Health Staffing Requirements listed in the **RFP ATTACHMENT 6.6 - Pro Forma Contract, ATTACHMENT FIVE – Minimum Staffing Requirements.**		**10**	
	C.5.	The Proposer shall provide a Work Plan that describes its approach for accomplishing the work outlined in the pro forma contract, Scope of Services, and the narrative in C.2. above. The Proposer must clearly set forth its understanding of the State's requirements of this RFP and its ability to successfully complete this contract. The Proposer's Work Plan must include a description and examples of specific guidelines, practices and reports that will be utilized in its contract with the State. Work Plans in narrative format may include photos, graphs, charts, or other visual aids to assist in the description. Mere reiterations of the pro forma's Scope of Services are strongly discouraged, as they do not provide insight into the Proposer's ability to meet the terms of the contract. The Proposer's response to this section should be designed to convince the State that its detailed plan and approach is realistic, attainable and appropriate to complete the Scope of Services and that its bid proposal will lead to the most successful contractual terms.		**40**	

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.	The Proposer must provide a detailed Transition Plan. The plan must detail how the Proposer will make an orderly and efficient transition of the full delivery of services on the effective date of the contract(s). The Proposer must include a timeline that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		**20**	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*			**X 35** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Behavioral Health Services YEAR 1	**$ / per inmate/day**	365	
Behavioral Health Services YEAR 2	**$ / per inmate/day**	366	
Behavioral Health Services YEAR 3	**$ / per inmate/day**	365	
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.			

$$\frac{\textbf{lowest evaluation cost amount from all proposals}}{\textbf{evaluation cost amount being evaluated}} \times 45 \text{ (maximum section score)} = \textbf{SCORE:}$$

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 32901-31264 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;
- 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.

(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.

1 2 3 4 5

least satisfied —————————— **most satisfied**

RFP # 32901-31264 REFERENCE QUESTIONNAIRE — PAGE 2

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.

	1	2	3	4	5	
least satisfied						**most satisfied**

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

RFP # 32901-31264 REFERENCE QUESTIONNAIRE — PAGE 3

(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.

	1	2	3	4	5	
least satisfied						**most satisfied**

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

(12) 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.

	1	2	3	4	5	
least satisfied						**most satisfied**

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: _____

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 20)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 35)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 45)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 32901-31264 *PRO FORMA* CONTRACT
The *Pro Forma* Contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

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

CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison Record ID
July 1, 2015	June 30, 2018	32901-31264	

Contractor Legal Entity Name	Edison Vendor ID

Goods or Services Caption (one line only)

Subrecipient or Contractor	CFDA #
☐ Subrecipient ☒ Contractor	

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

Contractor Ownership Characteristics:

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

☐ Woman Business Enterprise (WBE)

☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)

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

☐ Other:

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

☒ Competitive Selection	RFP
☐ Other	

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

Speed Chart (optional)	Account Code (optional)

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

This Contract, by and between the State of Tennessee, TENNESSEE DEPARTMENT OF CORRECTION ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of BEHAVIORAL HEALTH SERVICES,, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

A. SCOPE:

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

The Contractor understands and accepts the TDOC Director of Behavioral Health Services or designee as the final authority for behavioral health services provided under terms of this contract.

The Scope of Services in this contract is mandatory and must be provided at State facilities, unless otherwise specified. The State shall be the final authority in matters of disagreement between the Contractor and the TDOC over provisions of these services.

A.2.a. The Contractor is obligated to provide the services described herein to inmates incarcerated at the following institutions, as more fully defined in **ATTACHMENT EIGHT**, and on the Departments website at **http://state.tn.us/correction/**

1. Charles B. Bass Correctional Complex (CBCX) – Facility scheduled for closure in 2015 with inmates absorbed in remainder of the system or moved to Private Institutions.
2. Lois M. DeBerry Special Needs Facility (DSNF)
3. Mark H. Luttrell Correctional Center (MLCC)
4. Morgan County Correctional Complex (MCCX)
5. Northeast Correctional Complex (NECX)
6. Northwest Correctional Complex (NWCX)
7. Riverbend Maximum Security Institution (RMSI)
8. Bledsoe County Correctional Complex (BCCX)
9. Tennessee Prison for Women (TPFW)
10. Turney Center Industrial Complex & Annex (TCIX) – (Main – Hickman County, and Annex – Wayne County)
11. West Tennessee State Penitentiary (WTSP)

Operating capacities for aforementioned institutions are found in **ATTACHMENT SEVEN**.

A.3. **GENERAL REQUIREMENTS**

a. All services rendered or required pursuant to this contract shall conform to the following standards. All behavioral health care services must, at a minimum, meet the generally accepted standards of mental health care. All care provided shall be constitutionally adequate and designed to meet accreditation standards promulgated by the American Correctional Association. All clinical activity will be conducted in accordance with nationally identified standards and those of State Boards of Licensure. All mental health care must also conform with any applicable federal, state and local laws, court decisions,

court orders, consent agreements, and Tennessee Department of Correction (TDOC) policies whether currently existing or as may be enacted, rendered issued or amended during the term of the contract. Current TDOC policies are posted at http://www.tn.gov/correction/policies/poly.html. If any applicable TDOC policy or procedure establishes a higher standard than the national standard then the TDOC policy and procedure will take precedence.

b. The Contractor's service system shall provide a uniform and consistent continuum of quality mental health service delivery statewide. The Contractor shall work in concert with existing TDOC mental health and medical professionals, and other contract entities, if applicable in providing mental health care.

The Contractor and staff will provide services within the programmatic format defined by the TDOC Director of Behavioral Health Services or designee. The Contractor shall evaluate and diagnose in accordance with the current Diagnostic and Statistical Manual of Mental Disorder.

The Contractor shall provide consultation to the Director of Behavioral Health Services or designee as required.

The Contractor shall provide clinical recommendations and assist with the coordination of referrals of patients to DeBerry Special Needs Facility, Tennessee Prison for Women, or other specialized TDOC treatment units or community-based treatment providers as appropriate within the guidelines of TDOC and clinical standards.

Upon expiration or early termination of this Contract, the Contractor agrees to cooperate with any treatment successor to effect an orderly and therapeutically efficient transition for those patients actively receiving care.

A.4 **ADDITIONAL REQUIREMENTS**

a. The Contractor will be responsible for providing services at the eleven (11) state managed facilities. The Department defines services according to the following definition: interventions which provide for the detection, diagnosis, treatment and referral of offenders with mental health problems and the provision of a supportive environment when deemed clinically necessary, as well as those services or programs that by policy, statute, or patient need necessitate clinical intervention. Services include but may not be limited to, psychological/psychiatric assessment and evaluation, intake diagnosis, treatment plan development, pharmacological management, behavioral management, individual and/or group therapy, crisis management and case management. Services are time sensitive.

For examples of services see ATTACHMENT SIX – LEVELS OF MENTAL HEALTH CARE AND EXAMPLES OF SERVICES

b. The Contractor shall, when applicable, provide specialized training and develop mental health programming for the treatment of special populations to include women, juveniles, sex offenders, and trauma victims. The Contractor shall provide appropriately credentialed and trained staff to provide these services and follow the program philosophy and design standards as presented by the State. Providers who deliver sex offender treatment services to offenders will be required to complete all mandated training in accordance with certification as determined by the Sex Offender Treatment Board.

c. Upon request, the Contractor shall provide technical assistance to the Director of Behavioral Health Services or designee or field personnel in developing the following programs: telepsychiatry, treatment for self-injurious behavior, behavior modification, sex offender treatment, trauma-informed care, unit-based programs for the seriously mentally

ill, and any other programs deemed necessary by TDOC for the mental health care of offenders.

c. The Contractor should anticipate purchasing any additional equipment or furnishings that they determine are needed; e.g., treatment program curricula, psychological test materials, recreational supplies, upgrades to phone/computer systems that the Contractor wishes to have and are approved by the State.

A.5. **TELEPSYCHIATRY.**

a. The Contractor shall maximize the use of telepsychiatry equipment to reduce the need for off-site consultations in scenarios where doing so does not impede the level of care. This technology shall also expedite the distribution of time sensitive training programs and help reduce travel expenses associated with multi-site meetings. Telepsychiatric video equipment must be standards-based, utilize IP transport and fully interact with TDOC's current videoconferencing systems

b. The Contractor shall be responsible for the cost incurred on any additional equipment for telepsychiatry. The Contractor shall additionally be responsible for the cost and installation of any special lines installed by the Contractor required for telepsychiatry, and equipment such as scanners and/or facsimile for transmission of required documentation for telepsychiatry services. Additional equipment for telepsychiatry services must be authorized by the State prior to installation. The Contractor shall be responsible for maintenance of any additional equipment.

A.6. **MENTAL HEALTH COVERAGE.** The Contractor shall provide accessibility for twenty-four (24) hours per day, seven (7) days per week per calendar year for emergency consultation with the mental health and medical staff. Such availability may be by telephone or video conferencing systems unless circumstances necessitate on-site delivery. The Contractor will comply with all TDOC policies related to response to emergency calls.

A.7. **PHYSICIAN/ADVANCE PRACTICAL NURSE (APN) COVERAGE WITH SPECIALIZED TRAINING IN PSYCHIATRY.** The Contractor shall provide on-site physician coverage as specified in the approved Minimum Staffing Requirements, **ATTACHMENT FIVE**, and provide supervision of APN and mid-level providers and consultation to nursing staff. Physician/APN coverage shall include psychiatric services for inmates in crisis stabilization units or cells. The Contractor shall provide an on-call physician and/or APN to ensure 24-hour, seven days per week, emergency coverage with telephone response being required within 30 minutes of a notification call from each facility. When deemed necessary, a video call may be used for a more timely response. A physician and/or APN shall determine whether his/her presence is required, give verbal orders and a treatment plan to nursing staff, and provide on-site treatments for mental health crisis intervention required on a 24-hour basis.

A.8. **NURSING PROTOCOLS.** The Contractor is required to submit nursing protocols to the TDOC Director of Behavioral Health Services or designee for written approval by the TDOC Medical Director within the first 30 days of the contract start date and annually thereafter. Such nursing protocols shall be consistent with TDOC nursing protocols and require the prior written approval of the TDOC Medical Director. Any changes to said protocols shall require written approval by the State.

A.9. **CLINICAL SUPERVISION**. The Contractor's licensed staff shall supervise all non-licensed providers in accordance with the Tennessee Health Related Boards Rules and Regulations.

A.10. **SUPERVISION OF INTERNS**. When applicable, upon approval of the TDOC Director of Behavioral Health Services or designee, the appropriately licensed contract clinician will provide supervision to internship or practicum students. Each psychologist or other licensed clinician can be requested by the State to supervise at least two interns. The Contractor's providers shall be available for teaching purposes and providing training as requested by the State.

A.11. **DOCUMENTATION.** Contractor's staff shall complete each inmate's medical record with appropriate legible entries in Simple Object Access Protocol (SOAP) format using only standard forms approved by TDOC. All non-standard forms placed in the medical record will require specific approval by the Director of Behavioral Health Services or designee before placing the form in the record.

A.12. **SECURITY CONSIDERATION.** Due to the nature of correctional facilities, the Contractor must adhere to all security rules of the TDOC. The Contractor shall work with security staff to develop alternatives when particular clinical orders cause particular security concerns with the institution(s).

A.13. **SCHEDULING OF SERVICES.** In consultation with the case manager coordinator, the Contracted Mental Health Administrator and/or designee at each TDOC site is required to coordinate all inmate mental health appointments with the affected institution(s) and Central Transportation. The Contractor shall provide to the TDOC Central Office, Central Transportation, and affected institution(s) an electronic weekly schedule of all inmates' mental health trips no later than Friday of the preceding week. To promote efficiency, video calls can be used for appointments. The schedule shall include the inmates' names, TDOC numbers, type of movement (temporary/permanent), and location of the move.

A.14. **RESPONSES TO GRIEVANCES.** The Contractor shall provide assistance for response to inmate complaints and other inquiries regarding any aspect of the mental health care delivery system. The Contractor shall designate a regional staff member to serve as its liaison in addressing inmate complaints and correspondence concerning mental health services associated with the Contractor's service and/or providers. The Contractor shall, within the time-frame specified by the request, provide timely written responses to all requests regarding grievances, family/inmate complaints and third party complaints regarding the delivery of mental health services. A monthly electronic report will be provided to the State summarizing the month-to-date and year-to-date inquiries, resolutions and status of the resolutions.

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

For any matter of litigation arising from the delivery of mental health services pursuant to this contract, upon request by the State or its attorneys, the Contractor shall additionally provide all information, consultation, case review, and related documentation that the State may seek in review of such claims. The Contractor shall furnish all such information within such reasonable time-frame as the State shall specify in making a request pursuant to this part.

A.15. **LEADERSHIP STRUCTURE**. At the institutional level, the Contractor's clinicians (including APN's and psychiatrists) and Clinical Director shall administratively report to the Mental Health Administrator. Leadership at each facility shall consist of a Mental Health Administrator and a Clinical Director. The Clinical Director shall be responsible for the type and quality of clinical services/programming being provided by his/her mental health staff.

A. 16. **QUALITY IMPROVEMENT.** The Contractor shall comply with the State's quality improvement initiatives in accordance with TDOC policy. The Contractor shall provide the State with a plan for developing a quality improvement program which outlines the reporting mechanisms which will support quality improvement initiatives.

a. The Contractor shall monitor and measure various clinical, and when applicable, programmatic mental health outcomes. For example, the Contractor shall monitor and evaluate patient responses to prescribed psychiatric medications, i.e., the increase or decrease in positive and negative symptoms. The State, in a cooperative effort, shall assist in the development of additional outcome measures.

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

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

2) 120 days after Contract Commencement Date: The Contractor shall have developed, in consultation with the Director of Behavioral Health Services, draft standardization performance measurement instruments that can be used statewide. The instruments may vary based upon the treatment mission and geographical location (e.g., Inpatient Special Needs Facility), but the instruments must be universal enough to yield meaningful information. A reasonable reporting schedule for service outcome data shall be determined within four (4) months of the Contract effective date, based upon the type of service being measured (but not less often than quarterly).

c. The Contractor shall report to the Director of Behavioral Health Services the results of any approved and functional performance/outcome measures. The information may be provided in both electronic and hard copy formats as requested by the State. The results will be utilized for service delivery comparisons such as, but not limited to, effectiveness of service delivery. During the development period, a distinction will be made as to whether the performance measure is determining the outcome of a specific program intervention or the expectation of the Contractor.

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

e. The Contractor will actively participate, when applicable, with the State's Quality Improvement program as it relates to mental health delivery. The Contractor shall have in a place a Quality Improvement Coordinator (QIC) who will work full time in Central Office under the direction of the TDOC Director of Behavioral Health Services. The Contractor's QIC is involved in the ongoing development of Quality Improvement indicators and studies to develop, implement and oversee clinical guidelines, services, and practices to enhance quality and support continuity of care throughout the TDOC mental health delivery system. This individual will participate in the Statewide Quality Improvement Committee as a member and assist in the education and participation of institutional and contract staff in the Continuous Quality Improvement (CQI) Program. All CQI studies require the approval of the Statewide CQI Committee.

f. Peer Review: Annually, the work of all licensed mental health providers shall be reviewed jointly by the Contractor and appropriate TDOC staff. In an effort to assure clinical performance enhancement, the Contractor shall have a peer review program that is approved in writing, by the TDOC Director of Behavioral Health Services for the approval of the Statewide CQI Committee within sixty (60) days of the contract execution and annually thereafter, no later than January 1 of each calendar year. The program must either meet or exceed the State's Policy. The State shall be notified of all peer review actions and results of the peer review shall be shared with the State's Peer Review Chairperson and Director of Behavioral Health Services. The State shall review reports and approve the Contractor's plan of corrective action for peer review deficiencies.

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

A.17. **CONTRACT MONITORING.**

a. The Contractor is required to meet the performance measures listed in **ATTACHMENT THREE** of this contract. To evaluate and assess that all standards are being met and that the Contractor is in full compliance with the Contractor's proposal and this contractual agreement, the TDOC shall utilize the services of Contract Monitors. The Contractor's activities shall be subject to monitoring and evaluation by the State. To accomplish this objective the Contractor shall cooperate fully with all monitoring activity and ensure that the Contract Monitors have full access to all corporate files including but not limited to, personnel records, payroll records, licensure certification, employee evaluations, or any other contract entered into by the Contractor for purposes of carrying out the requirements of the contract. This method of review and reporting shall be ongoing, comprehensive, and expeditious.

b. The Contract Monitors shall perform, but are not limited to, the following tasks:

(1) Review of service levels, quality of care, and administrative practices as specified in the contract
(2) Meet on a regular basis with the Contractor and TDOC officials to address contractual issues.
(3) Assist in the development of contractual changes (amendments) as needed
(4) Review the Contractor's documentation to ensure compliance with contractual obligations
(5) Review of the Contractor's personnel work schedules, time sheets, personnel records, and wage forms to ensure compliance with staffing levels and contractual obligations
(6) Review of all files, records, and reports pertinent to the provision of inmate mental health care
(7) Conduct site visits, interviews, and inspections as required.
To ensure that the quality and timely delivery of services are in compliance with the TDOC's policies and other organizational standards in the provision of mental health care, the Contract Monitors will operate independently of the Contractor. The Contract Monitors shall submit a monthly report of provider services and fulfillment of contractual obligations to the TDOC contact person. Based on these reports, the State may require that the Contractor take specified corrective action.

c. The Contractor shall adhere to the specific performance measures outlined in **ATTACHMENT THREE**. The State shall reserve the right to expand upon existing performance measures or create new ones. The State's expectation is that the Contractor will comply with the new performance measures no later than 30 days after being notified of any new measure(s).

d. The State's Director of Behavioral Health Services shall review mental health performance measures to determine compliance. If services designated to the Contractor are deemed non-compliant, the State's Director of Behavioral Health Services shall submit to the Contractor a notice of non-compliance citing the specific non-compliant issue(s). The Contractor will have 15 calendar days to respond regarding the interpretation of the findings. In the event the Director of Behavioral Health Services determines, after receiving the Contractor's response of if no response is received after the 15th calendar day, that the findings of deficiency are valid, liquidated damages shall apply as detailed in **ATTACHMENT FOUR** – Liquidated Damages Schedule. The Contractor's payment shall be reduced by the amount of any accrued assessment of liquidated damages beginning thirty (30) days after the date of the notice of non-compliance. The TDOC may request the Contractor to provide recommendations to improve the areas found to be of concern to the Department and determine a date to obtain the recommendations. A plan of action with a progress report from the Contractor may be required if such action is requested by the Department.

If the State's Director of Behavioral Health Services, at the Director's sole discretion, shall determine that the specific non-compliant issue(s) constitute an emergency situation, the

Contractor will have 48 hours to respond regarding the interpretation of the findings. In the event the Director of Behavioral Health Services determines, after receiving the Contractor's response of if no response is received after the 48 hours, that the findings of deficiency remain valid and uncorrected, liquidated damages shall apply as detailed in **ATTACHMENT FOUR** – Liquidated Damages Schedule.

e. The Contractor shall distribute on a semi-annual basis, no later than April 1 and October 1 of each calendar year, a questionnaire addressing the existing satisfaction of services. This questionnaire shall be forwarded to each facility for response. The questionnaire should target the mental health personnel, as well as key administrative and medical personnel. The summary of findings will be submitted to the Director of Behavioral Health Services. The TDOC may request the Contractor to provide recommendations to improve the areas found to be of concern to the Department and determine a date to obtain the recommendations. A plan of action with a progress report from the Contractor may be required if such action is requested by the Department.

A.18. **INNOVATION INITIATIVES:** The State will entertain proposals from the Contractor for initiatives that reduce costs and/or improve services. The Contractor shall submit to the TDOC Director of Behavioral Health Services any such proposal in writing, outlining in detail the initiative, service improvement and/or cost reduction. Implementation of such proposal requires the prior written approval of the State.

A.19. **REENTRY AND MENTAL HEALTH TRANSITIONAL SERVICES**.

The Contractor is responsible for assisting in the coordination of mental health services for inmates' pre-release planning in accordance with TDOC policy. In addition, the Contractor is responsible for issuing inmates the balance of their medications upon their release. In accordance with Policy # 113.70, the supply shall be a minimum of 14-days and shall not exceed 30 days. The Contractor must comply with the State's medication policies.

A.20. **LITIGATION ISSUES.** The Contractor shall cooperate fully with the State in all matters of litigation arising from the Contractor's delivery of mental health services pursuant to this contract. The Contractor shall be required to furnish all evidence and to provide all general and expert testimony requested by the State in connection with inmate litigation. The Contractor shall notify the State whenever an agent, affiliate, independent sub-contractor, or any person performing services under this contract is asked to testify or provide an opinion or evidence in any litigation involving the TDOC, its staff, or any inmate.

A.21. **CONTRACT MANAGEMENT**: During the course of this contract the State recognizes that service issues may arise. Issues may be facility specific, while others may affect multiple facilities. The Contractor shall retain, at a minimum, the following personnel onsite in Tennessee to coordinate and manage the scope of services of this contract.

a. **Administrator.** The Contractor shall designate a local individual with the overall administrative responsibility for this contract. Candidates for this position will be presented to the TDOC Director of Behavioral Health Services or designee for interview and approval prior to hire. This person shall be available to consult and coordinate daily operations of service delivery with the State's Director of Behavioral Health Services and/or designated State officials. The administrator is a full time position and a focus of this contract is the sole duty of this individual. In the event the administrator is absent, TDOC will be notified and receive notification of the individual who will perform this function until the administrator returns.

b. **Clinical Director**. The Contractor shall designate a Clinical Director who will be a licensed psychologist with a Health Service Provider designation in the State of Tennessee, and who has experience in managing the clinical aspects of clinical mental health operations. This individual will serve as the clinical liaison for the Contractor to the TDOC Medical and Behavioral Health Services Directors. This individual should have designated clinical duties as well as administrative time adequate to meet the

requirements of the Department. This individual is responsible for communication of clinical information from TDOC to contract providers. The Director of Behavioral Health Services may request that the Clinical Director work in Central Office.

c. **Psychiatric Director.** The Contractor shall designate a Psychiatric Director who will be a board certified psychiatrist in the State of Tennessee and has experience managing psychiatric aspects of clinical mental health operations. This individual will work under the direct oversight of the Director of Behavioral Health Services and will serve as the psychiatric liaison for the Contractor to the TDOC Medical and Behavioral Health Services Directors. This individual should have designated clinical duties as well as administrative time adequate to meet the needs of the Department. This individual is responsible for communication of clinical information from TDOC to contract psychiatric providers and shall work in Central Office if requested by the Director of Behavioral Health Services. This individual is additionally responsible for developing protocols to ensure the appropriate use of psychotropics within a larger behavioral health approach to addressing inmates' mental health needs. The Administrator, Clinical Director, and Psychiatric Director will serve as the point of contact for the Director of Behavioral Health Services and/or designee on all contract related issues, attend scheduled meetings, and respond to requests for information as needed.

d. **Case Management Coordinator**. The Contractor shall designate a full time Statewide Case Manager Coordinator (CMC) who will be assigned to work in the Central Office. This individual will work under the direction of the TDOC Director of Behavioral Health Services and will serve as the coordinator for mental health case management throughout TDOC in conjunction with institution case managers. This individual will be responsible for coordination of transitional services for those individuals who will be in leaving TDOC custody and who will be in need of mental health services upon release.

e. **Substance Use Program Director.** The Contractor will designate a full-time Licensed Alcohol and Drug Abuse Counselor with a Qualified Clinical Supervisor endorsement to be the State Substance Use Program Director. This individual will be assigned to work out of Central Office but will not be a State employee. This individual will be responsible for ensuring all substance use disorder treatment services are delivered in a timely manner consistent with generally accepted standards of care with a focus towards improved outcome measures. This individual will be expected to visit all TDOC institutions and to communicate any issues related to the delivery of substance use disorder treatment to the TDOC Director of Behavioral Health Services or designee. The Substance Use Program Director will review clinical needs of inmates and specialty consultation information as determined by and in conjunction with the TDOC Director of Behavioral Health or designee, which may include a daily discussion of the status of program, contract compliance with review, approval, denial, or alternative treatment recommendations for other specialty programs by institutional program managers.

f. **Continuous Quality Improvement Coordinator.** The State requires the Contractor to designate a full time continuous quality improvement coordinator who shall be responsible with the Director of Behavioral Health Services or designee for developing and implementing a mental health Continuous Quality Improvement Program. The CQI Coordinator will assist in the development of clinical guidelines and enhance the quality of the State's behavioral health operations. The CQI Coordinator will work in Central Office and will visit all facilities frequently to survey the CQI program to ensure compliance with ACA Standards and TDOC policies.

g. **Clerical Staff.** The Contractor shall have adequate clerical staff to carry out the functions detailed in this contract.

A.22. **STAFFING REQUIREMENTS.** Notwithstanding any provision contained herein to the contrary, the Contractor shall provide adequate and qualified staff to fulfill its obligations under this contract. Staffing shall, at a minimum, be in accordance with the staffing plans in the Contractor's bid proposal. The Contractor is to utilize the State's approved minimum staffing plan for each

institution. In the event of vacant positions, the Contractor is required to provide adequate coverage to meet all required services. Any staffing plan changes during the term of the contract shall require the State's written approval. The Contractor shall submit monthly staffing reports on or before the fifteenth (15th) of each month demonstrating the preceding month's actual staffing compared to the staffing plan for each institution. If a change in circumstances calls for a modification in those requirements, the Contractor and the State will review those changed circumstances and a formal review will determine any changes in staffing requirements at the sole discretion of the State. The State reserves the right to remove from an institution or prohibit entry to an institution any of the Contractor's employees or subcontractors if necessary. Minimum staffing requirements are delineated in **ATTACHMENT FIVE**.

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

(1) Current licensure certification verification (if applicable)
(2) Drug testing

b. Background Investigations. The Contractor shall not hire ex-felons or relatives of felons currently incarcerated in Tennessee. Prior to employment with the Contractor, applicants shall be subjected to a thorough background investigation. Criminal and employment histories must go back a minimum of five (5) years. Said background investigations shall be available to the State upon request. The Contractor shall immediately cause a "Criminal History Request" from the National Crime Information Center (NCIC) to be completed on each individual hired at a facility. The request shall be forwarded to the State and processed in accordance with procedures established by the Commissioner of the TDOC. In no instance may an employee begin work in a facility until the NCIC check has been completed; however, the employee may participate in pre-service training while the check is in process. The State shall notify the Contractor whether or not the employee is cleared for further consideration of employment.

In addition to the initial background checks, the State, at its discretion, may request criminal history record checks on any of the Contractor's employees or subcontractors. If requested by the State, the Contractor must submit copies of driver's licenses and/or social security cards to be on file with the State.

c. Personnel Files. Personnel files of all subcontractors and contract employees shall be on file at the facility. The files shall be made available to the facility warden or designee.

d. Bilingual Personnel. The Contractor shall make best efforts to ensure that a sufficient number of staff are bilingual in English and Spanish. The Contractor shall provide translation services to meet the needs of the inmate population. Inmates shall not be utilized as translators for clinical staff.

e. Employee Uniforms. The Contractor shall require all of its employees to comply with the TDOC policy concerning uniforms. The Contractor is responsible for the expense of purchasing uniforms.

f. Approval of Key Staff: The State reserves the right to approve or disapprove any individual or business entity whether it is an independent contractor or subcontractor that the Contractor seeks to utilize. The TDOC Director of Clinical Services and/or Director of Behavioral Health Services shall interview certain key prospective employees of the Contractor prior to their assignment to the contract. The Contractor shall not assign these key personnel until written approval is received from the State. The Contractor shall request and receive written approval from the State for the following prior to their assignment to the contract:

(1) The Contractor's personnel with overall responsibility for this contract with the exception of clerical staff (See Section A.21)
(2) All Mental Health Administrators assigned to any TDOC institution(s)

(3) All licensed providers.
(4) The Contractor shall consult the State for input and recommendations before hiring, dismissing, or changing a location of a site Mental Health Administrator or Clinical Director.

g. Employee Orientation and Training. The Contractor shall ensure that all its full-time employees assigned to TDOC institutions participate in the TDOC's pre-service training program regarding State policies and procedures and security considerations as defined in TDOC policy. Current contract employees who transition to the Contractor are exempt from this requirement providing employees who transition to the Contractor are exempt from this requirement providing the aforementioned transition takes place in the same institution where they currently work. Training may be delivered using video conferencing systems if deemed necessary and practical.

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

(2) Staff Training Curriculum. Within the first sixty (60) days of the commencement of the contract, the Contractor shall develop and submit for the State's approval the Contractor's training curriculum.

(3) In-Service Training. The Contractor shall provide in-service training/staff development to its employees. The Contractor shall submit a calendar of managerial and clinical in-service topics to the State for approval in June of each year. At a minimum, the in-service training provided by the Contractor shall meet the ACA standards for staff work.

(4) Additional Training. The Director of Behavioral Services may request the Contractor to conduct additional training for contracted employees on topics related to the delivery of mental health services to an offender population. The Contractor will be responsible for costs associated with training, including travel, lodging, and per diem. If outside presenters are used to conduct training, the Contractor may be asked to cover the cost associated with the use of such presenters.

(4) Training of Other Staff. The Contractor shall develop and deliver a training program at each institution for all non-behavioral health staff. Such training shall consist of four (4) hours of classroom time annually. The training shall include, but be limited to:

(a) Mental health crisis intervention
(b) Conflict de-escalation techniques
(c) The use of interpersonal skills in the management of offenders

h. Staff Vacancies. When a mental health professional leaves the Contractor's service, the Contractor will have thirty-one (31) days to secure a replacement.

i. Staff Coverage. The Contractor shall assure that adequate backup replacement coverage is in place to address the clinical needs of any State facility in the absence of contract staff regardless of cause for the absence. The TDOC has the authority to determine the time the individual providers are expected to be on site. Any deviation

from the determined time requires approval of the TDOC Director of Behavioral Health Services or designee. The Contractor shall provide a back up plan for the provision of holiday and emergency deliveries. The plan must be approved by the State within thirty (30) days of the contract implementation date.

(1) Adequate relief time should be built into the proposed staffing plans to ensure coverage during orientation/training, leave, and holidays. At any time, the Contractor may request written approval from the State to adjust any facility's staffing plan as necessary to better meet the clinical obligations of the health delivery system.

(2) The State may require the Contractor to modify staffing provisions if, upon review, the provision of services is deemed unacceptable in meeting the clinical or program needs at any given TDOC facility.

A.23. **TENNESSEE OFFENDER MANAGEMENT INFORMATION SYSTEM (TOMIS).**

The Contractor shall at all times honor the security of the TDOC Tennessee Offender Management Information System (TOMIS) information and shall not misuse, abuse, alter or attempt to alter the information contained within TOMIS, except as it pertains to the use and data entry requirements necessary to fulfill the Contractor's obligations under the terms of this contract. The Contractor shall enter specific mental health classification information, diagnostic codes, levels of service, service delivery information and any other information as requested by the Director of Behavioral Health Services or required by TDOC policy into TOMIS. Training and access to the equipment shall be provided by the State.

A.24. **PSYCHIATRIC SERVICES**

a. Licensed physicians who are board certified or eligible in psychiatry in the State of Tennessee shall provide psychiatric services. Under protocols approved by the supervising psychiatrist, the appropriately trained and credentialed Advanced Practical Nurse (APN) may provide the delivery of psychiatric services. The Contractor shall ensure that the institutional health services and mental health administrators have a copy of the protocol and signed agreement between the psychiatrist and the APN onsite. Standards of practice shall be according to those of the community and in compliance with State and federal laws. The credentials of psychiatrists and APN's will be presented to the TDOC Director of Behavioral Health Services for review and approval prior to hire. The TDOC Director of Behavioral Health Services reserves the right to request that the candidates be reviewed by the TDOC Director of Health Services or designee.

b. The Contractor shall complete psychiatric evaluations/assessments as necessary and provide an individual treatment plan specific for those patients requiring psychiatric intervention to include medication. The psychiatrist/APN may be requested to perform 30-day and/or 90-day reviews for inmates in restrictive housing.

c. The Contractor shall provide a direct assessment to a patient within seventy-two (72) hours from the time a telephone order was given for cases involving restrictive therapeutic dispositions. The Contractor shall provide a direct assessment to inmates placed in therapeutic restraints for 24 continuous hours.

d. Patients shall have a documented physical assessment prior to the prescribing of a psychotropic medication. Documentation of the evaluation shall be placed in the medical record.

e. All medications shall be reviewed, and orders renewed if necessary, at least every ninety (90) days. Review of non-physician provider records will be done in accordance with Tennessee laws and applicable professional credentialing organizations.

f. Patients receiving psychotropic medications shall receive a direct assessment from an approved prescribing mental health provider prior to ninety (90) days elapsing.

g. The Contractor shall provide an appropriate level of psychiatric monitoring of patients requiring psychotropic medication intervention.

h. Upon request by the TDOC Director of Behavioral Health Services and/or institutional Mental Health Administrator, the Contractor shall assess and follow established TDOC guidelines for clinical placement in TDOC contracted Transition Centers and/or release centers.

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

j. The Contractor will provide psychiatric services either on-site or through telepsychiatry for the Women's Transition Center in Chattanooga. These inmates are medically cleared and need minimal psychiatric services during their time there. The purpose of this service is to avoid transportation of inmates from Chattanooga back to a TDOC facility for medication issues that can be handled locally. The provider will communicate with the Mental Health Administrator at the TDOC facility at which the inmate was housed prior to transfer to Chattanooga. The provider can be a psychiatrist or an Advanced Practice Nurse who is supervised by one of the Contractor's psychiatrists.

A.25. **PHARMACEUTICAL RESPONSIBILITIES**

a. The Contractor will be responsible for the costs of all psychiatric medications prescribed by the Contractor's providers. The State shall reimburse the Contractor for fifty percent (50%) of the cost of all psychiatric medications as further detailed in the Payment Methodology at Section C.3.

b. The Contractor shall utilize expert-based guidelines for the delivery of psychiatric medications under the direction of the Contractor's Psychiatric Director. The Contractor shall submit such guidelines to the TDOC Director of Behavioral Health Services or designee for review and approval no later than thirty (30) days after the contract commencement date. Any future revisions shall be approved by the State prior to implementation by the Contractor.

c. Prior to or upon the start of services under this contract, and annually thereafter in accordance with TDOC policy, the Contractor shall provide a universal stock list of psychiatric medications for approval by the TDOC Pharmacy and Therapeutics Committee. Stock medications shall be provided at each site and made available for administration by medical staff.

d. The Contractor shall assign a qualified staff person to participate as a member of the State's Pharmacy and Therapeutics Committee, which meets regularly.

e. The Contractor is responsible for collaborating with and utilizing the Department of Correction's pharmacy vendor. The Contractor shall assign a qualified person as the primary liaison between the Contractor and the pharmaceutical company as it pertains to delivering services described in this contract. The Contractor will provide the pharmacy with a list of all prescribing providers subcontracted or employed by the Contractor for purposes of prescription approval and billing purposes within one working day of the provider's start of provision of services.

f. The Contractor shall submit a copy of the formulary to the TDOC Pharmacy and Therapeutics Committee for written approval prior to the start of the contract and then annually, no later than July 1st of each year, if any changes are made in the content of the formulary. The formulary will include an acceptable range of psychiatric medications that encompasses clinically appropriate medications including generic equivalents, when

applicable. The State and/or Contractor, through the utilization of the Pharmacy and Therapeutics Committee, can recommend the inclusion of other medications when clinically justified. All changes to the formulary require the approval of the Pharmacy and Therapeutics Committee and must be signed by the Chairperson of the Committee. The Contractor shall identify the process for approval of non-formulary requests and assure that all non-formulary requests are dealt with in an expedient manner to ensure that no delay will have an adverse impact on patient outcome. The Contractor agrees to use pharmaceutical services approved by the TDOC.

A.26. **PSYCHOLOGICAL SERVICES**

a. The delivery of psychological services shall be provided by Psychologists with Health Service Provider designation, Senior Psychological Examiners (SPE), Licensed Clinical Social Workers (LCSW), Psychological Examiners (PE) who are licensed by the State of Tennessee or who have legal reciprocity to practice in the State of Tennessee, or Masters level staff under the supervision of a licensed provider. Standards of practice shall be in accordance with those of the community and with State and federal laws.

b. The Contractor shall complete psychological evaluations/assessments as requested and provide an individual treatment plan specific for those patients requiring psychological and/or psychotropic intervention(s).

c. Upon request by the TDOC Director of Behavioral Health Services and the institutional Mental Health Administrator, the psychologist shall provide Special Education Evaluations. The Contractor may utilize an appropriate trained educator provide the education testing portion of these services.

d. The Psychologist/SPE/LCSW/PE or a Masters level provider under the clinical supervision of a Psychologist/SPE/LCSW will provide group therapy when indicated. Therapy groups will be designed to target symptoms identified with the mental health treatment plan.

e. The Psychologist/SPE/LCSW/PE or a Masters level provider under the clinical supervision of a Psychologist/SPE/LCSW will provide in-cell programs to inmates in restrictive housing or use video conferencing systems when appropriate.

f. The Psychologist/SPE/LCSW/PE will provide individual therapy only when indicated and, after twelve (12) individual sessions, will present justification for continuing individual therapy in writing in a copy of the treatment plan to the institution's Clinical Director. Every reasonable effort will be made to incorporate individuals on the mental health caseload into group therapy.

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

h. The Contractor's Clinical Director at each comprehensive site shall provide clinical supervision and/or consultation to institutional mental health staff. In addition, the Clinical Director or designee shall provide consultation on inmate-related care issues to other staff working within the TDOC.

i. The Contractor shall complete 72-hour, 30-day, and 90-day mental health assessments on inmates in restrictive housing as policy dictates.

j. Upon request by the TDOC Director of Behavioral Health Services and/or institutional Mental Health Administrator, the Contractor shall provide or assist in providing a mental health education program to other institutional staff that shall include, but not be limited to, the following:

1. Early detection of potential mental health problems, i.e., signs and symptoms of mental illness, intellectual disorders, developmental disorders, and substance disorders.

2. Crisis intervention/suicide prevention.

Said services may be provided in written format, audio/visual presentation, role-play, teleconferencing, etc.

A.27. **NORTHWEST CORRECTIONAL COMPLEX (NWCX) SPECIAL EDUCATION PROGRAM**

a. Upon request of the TDOC Director of Behavioral Health Services, the Contractor will administer appropriate evaluations for eligible inmates to determine learning disability, intellectual disability, emotionally disturbed, attention deficit disorder, or multi-handicapping conditions.

b. The Contractor shall provide services on-site at the state prison. The Program location may change as the Department's Mission changes. Services must be provided within fifteen (15) days of the initial request.

c. The Contractor shall write an integrated psychosocial report with eligibility documentation. The report should be sufficient in scope to develop an Individual Education Plan (IEP).

d. The Contractor shall provide individual and group meetings as requested. The Contractor will also attend IEP (Individual Education Plan) meetings as requested.

A.28. **CASE MANAGEMENT SERVICES.**

Case management services shall be provided by case managers with a Bachelor's Degree in behavioral science with experience in inmate/offender mental health care. Upon commencement of this agreement, the Contractor shall provide and/or assist with the mental health case management services for inmates with a mental illness. These services include efforts to coordinate and provide continuity of mental health care for offenders upon entry, by coordinating for the provision of adequate level of care during incarceration, by coordinating referrals to DeBerry Special Needs Facility, Tennessee Prison for Women, or other specialized TDOC treatment units for inmates with a mental illness and at risk of needing a higher level of care, and community services upon release. The Contractor's case management procedures require the approval of the State within the first ninety (90) days of the effective date of the contract and annually, no later than April 1 of each year.

a. **Guidelines.** The procedures shall provide written guidelines for the provision of efficient and quality case management services. The State may mandate changes to the Contractor's case management procedures at any time it deems necessary to serve the mental health interests of inmates or the best interest of the State. Required elements of case management services include:

1. Coordination of referrals to DeBerry Special Needs Facility, Tennessee Prison for Women or other specialized TDOC treatment units within thirty (30) days from the time the provider makes the request. Delivery of care services is required within the time limits specific by the performance measures listed in **ATTACHMENT THREE** of this contract.

2. Development and implementation of an effective method to coordinate with the TDOC classification and transportation departments for inmate transfers and movement.

3. The Contractor shall provide clinical recommendations/consultations and assistance with coordination of patient referrals to other specialized TDOC programs, or designated contract hospitals or community based treatment programs as applicable.

4. Development of aftercare plans for inmates with medical and/or mental health needs to facilitate successful reentry into the community.

5. Assisting inmates in applying to the Social Security Administration, the Veterans Administration and other governmental agencies in order that they may receive benefits upon release to which they may be entitled.

6. Communication with Forensic Social Workers in the community to facilitate continuity of care during the inmate's transition from incarceration to the community.

7. Establishment of designated staff to be responsible for case management services.

A.29. **THERAPEUTIC RECREATIONAL ACTIVITY SERVICES**

Therapeutic recreational activity services shall be provided by Recreation Therapists with a Bachelor's degree in recreational therapy or closely related field (NCCAP certification preferred). The Contractor shall provide therapeutic activity services utilizing activities as a form of active treatment to improve the physical, cognitive, emotional, and social functioning and to increase independence in life activities. Therapeutic Recreational Activity therapists shall be distributed among the MH units/programs according to need and upon approval of the Director of Behavioral Health Services. The highest needs are found at Therapeutic Units, Level III and Level IV Supportive Living Units.

The Contractor shall provide therapeutic recreational activity staff as part of the interdisciplinary treatment. The Activity Therapist will provide, but not to be limited to, the following duties:

a. Conducting activity therapy assessments

b. Attend mental health staff meetings

c. Participate in treatment team meetings

d. Plan and organize group and individual activities

e. Establish goals and objectives for each activity to meet inmate needs

f. Conduct group and individual programs

g. Maintain required documentation

h. Maintain and order supplies

i. Supervise volunteers/student interns

j. Leisure counseling/education

A.30. **SUBSTANCE USE DISORDER TREATMENT**

a. The Contractor shall be responsible for recruiting, training, and supervising all contract and counseling staff in the delivery of substance use treatment services. Each program manager must currently be and maintain Licensed Alcohol and Drug Abuse Counselor (LADAC) licensure, International Certification & Reciprocity Consortium-Advanced/Regular Alcohol and Other Drug Counselor (ICRC-A/AODAC) certification or National Association of Alcohol and Drug Abuse Counselors-Certified Addiction

Counselor (NCAC I, II or Master) certification. All other staff must be licensed or working toward licensure with one of these organizations.

b. The Contractor shall develop and implement an in-prison, comprehensive cognitive behavioral, Substance Use Disorder (SUD) Treatment Program established on a Modified Therapeutic Community (MTC) model for incarcerated felony drug offenders, which will require all inmate participants to complete within nine (9) to twelve (12) months of program admission.

c. The Contractor shall develop and implement an Intensive Substance Use Disorder (SUD) Group Therapy Program that is evidence-based and addresses inmate's criminogenic needs. Intensive Substance Use Disorder Group Therapy Programs shall be provided at minimum 150 hours and not to exceed 180 hours. The caseload ratio for each program will be determined by the Director of Behavioral Health Services or designee.

d. The Substance Use Disorder Treatment Programs will be located at the following facilities:

Bledsoe County Correctional Complex

124 Beds (104 Male MTC beds, 20 Intensive SUD Group Therapy beds)

Required Contractor Staffing: One (1) Licensed Alcohol and Drug Abuse Counselor and four (4) Non-licensed alcohol and drug abuse counselor interns (full time positions or their equivalents working standard week of 37.5 hours).

Lois M. DeBerry Special Needs Facility

32 Beds (32 Male MTC beds)

Required Contractor Staffing: One (1) Licensed Alcohol and Drug Abuse Counselor (full time position or the equivalent working standard week of 37.5 hours) and one (1) Non-licensed alcohol and drug abuse counselor intern (full time positions or their equivalents working standard week of 37.5 hours).

Morgan County Correctional Complex

193 Beds (124 MTC beds, 69 Intensive SUD Group Therapy beds)

Required Contractor Staffing: Two (2) Licensed Alcohol and Drug Abuse Counselors and six (6) Non-licensed alcohol and drug abuse counselor intern (full time positions or their equivalents working standard week of 37.5 hours).

Mark L. Luttrell Correctional Complex

52 Beds (32 MTC beds, 20 Intensive SUD Group Therapy beds)

Required Contractor Staffing: One (1) Licensed Alcohol and Drug Abuse Counselor and two (2) Non-licensed alcohol and drug abuse counselor intern (full time positions or their equivalents working standard week of 37.5 hours).

Northeast Correctional Complex

20 Beds (20 Intensive SUD Group Therapy beds)

Required Contractor Staffing: One (1) Licensed Alcohol and Drug Abuse Counselor (full time position or the equivalent working standard week of 37.5 hours).

Northwest Correctional Complex

176 Beds (161 MTC beds, 15 Intensive SUD Group Therapy beds)

Required Contractor Staffing: Two (2) Licensed Alcohol and Drug Abuse Counselor and four (4) Non-licensed alcohol and drug abuse counselor intern (full time positions or their equivalents working standard week of 37.5 hours).

Riverbend Maximum Security Institution

20 Beds (20 Intensive SUD Group Therapy beds)

Required Contractor Staffing: One (1) Licensed Alcohol and Drug Abuse Counselor (full time position or the equivalent working standard week of 37.5 hours).

Tennessee Prison for Women

64 Beds (49 MTC beds, 15 Intensive SUD Group Therapy beds)

Required Contractor Staffing: One (1) Licensed Alcohol and Drug Abuse Counselor and three (3) Non-licensed alcohol and drug abuse counselor intern (full time positions or their equivalents working standard week of 37.5 hours).

Turney Center Industrial Prison Complex (TCIX Annex 2-Wayne County, Clifton Tennessee)

358 Beds (193 MTC beds, 15 Intensive SUD Group Therapy beds), 50 Parole Technical Violator Program Intensive SUD Group Therapy beds, 50 Probation Technical Violator Program Intensive SUD, 50 Boot Camp Intensive SUD Group Therapy)

Required Contractor Staffing: Three (3) Licensed Alcohol and Drug Abuse Counselor and eight (8) Non-licensed alcohol and drug abuse counselor intern (full time positions or their equivalents working standard week of 37.5 hours).

West Tennessee State Prison

20 Beds (20 Intensive SUD Group Therapy beds)

Required Contractor Staffing: One (1) Licensed Alcohol and Drug Abuse Counselor.

e. The Contractor shall design and implement a treatment program consistent with the staffing in ATTACHMENT FIVE that shall include the following treatment elements:

1. Classic Cognitive-Based Modified Therapeutic Community Structure:
   - Screening and Assessment
   - Pre-testing designed to evaluate the inmate participant's cognition, psychological functioning, and social orientation at intake.
   - Post-testing designed to evaluate the program's effect on change in the inmate participant's cognitive, psychological functioning and social orientation upon program completion.
   - TC roles and job functions
   - Cognitive-based curriculum including one or a combination of the following:
     - Cognitive Behavioral Therapy (CBT)
     - Rational Emotive Therapy (RET)
     - Rational Emotive Behavioral Therapy (REBT)
   - Utilization of Motivational Interviewing skills set
   - Utilization of Transtheoretical Model of Change Theory (Stages of Change) skills set

- Program rules that govern TC participation
- Community dynamics including but not limited to: Push-ups, pull-ups, mentor system, role modeling, awareness sessions, accountability process, peer support/interaction, peer hierarchy, learning experiences, etc.
- Program incentives to recognizes pro-social behavior changes
- Community meetings

2. Integrity/Accountability Group
3. Cognitive Restructuring and Conflict Resolution/Anger Management
4. Problem solving Training
5. Identifying Anti-Social and Reinforcing Pro-Social Thinking Patterns
   - Criminal Thinking Errors
   - Rational Thinking Errors
6. Substance Use Treatment
7. Pro-Social Leisure and Positive Recreation Outlet Planning
8. Family and Positive Companion Planning
9. In House Mentoring Program
10. Individual and Group Counseling
11. Victims Impact
12. Job Readiness
13. Re-entry Planning
14. Drug Testing in collaboration with TDOC.
15. On-site aftercare once a week for participants who complete programming and are released back to the general prison population. Contractor will also be responsible for communication between the clinical treatment staff: substance use program managers, mental health administrators, and medical administrators, classification, and the Institutional Parole Officer.

Additionally, programming with female offenders will include all the above as well as, but not limited to, the items listed below:

1. Children and families
2. Trauma
3. Orientation to co-occurring disorders
4. Victim's Stance issues/Violence Prevention
5. Establishing a safe environment for counseling.

f. The Contractor shall design and implement a SUD Intensive Group Therapy Treatment Program that shall include the following treatment elements:

1. SUD individual and group counseling
2. Cognitive Behavioral Therapy
3. Criminal Thinking Error Awareness
4. Individual Counseling
5. Relapse Prevention Skills Building
6. Victim Impact
7. Re-entry Planning
8. Anger Management

g. The Contractor shall provide SUD Treatment Services for a minimum of 1,059 beds (SUD MTC and Intensive SUD Group Therapy) on an annual basis. All treatment services shall be conducted in accordance with TDOC Policy 513.07 (*incorporated herein by reference*). Contractor must conform to any applicable federal, state and local laws, court

decisions, court orders, consent agreements, and TDOC policies whether currently existing or as may be enacted, rendered, issued or amended during the term of the contract. Current TDOC policies are accessible at each TDOC facility and available to the Contractor. Any revisions in the TDOC Policy will be sent to the Contractor at the email address provided in Special Terms and Conditions, of the contract. Prior to implementation of every required program, the Contractor must submit proposed program to the Director of Behavioral Health Services or designee for approval. The Contractor's SUD MTC Treatment Program will include the following phases and associated treatment components.

1. **Phase I (Orientation and Identifying Anti-Social Thinking Patterns)** - During this phase of treatment participants will be oriented to the rules and regulations of the MTC. An individualized treatment plan will be developed within the first thirty (30) days upon entry into the program. This phase is highly structured and should last a minimum of ninety (90) days. Each participant will be involved in, at a minimum, fifteen (15) hours of therapeutic activities per week. During Phase I, stuff must develop a therapeutic relationship with program participants that will motivate them in identifying their anti-social actions and help them come to a personal decision that their behaviors need to change. Therapeutic activities may be divided between Getting Motivated to Change, cognitive behavioral therapy sessions designed to identify and address anti-social thinking patterns, cognitive behavioral drug treatment, MTC related journal work groups, parenting classes and in-prison community service-work.

2. **Phase II (Main Treatment: Substance Use Counseling and Pro-Social Skill Development)** - This will be the most intensive phase of the treatment program in that each participant will be involved in (15) fifteen hours (minimum) of therapeutic activities per week. Participants in Phase II should already understand the anti-social aspects of their past behavior and have made the personal decision to change those behaviors. During this phase of treatment participants may be involved in a combination of the following activities; cognitive behavioral drug treatment through journaling, modeling and role plays, individual counseling, cognitive behavioral group counseling dealing with rational thinking errors, MTC related groups, community service work, parenting and family skills, Victim's Impact, Victim's Stance (Women), anger management, and healthy lifestyle classes. Participants may progress through this phase at their own pace. This phase may last a minimum of three (three) to a maximum of six (6) months based in each participant's individual progress.

3. **Phase III (Transition, Reintegration, Relapse Prevention and Giving Back)** - This phase of the treatment program will focus primarily on issues relating to community re-integration, general population reentry, relapse prevention and assisting others who are new to the Modified Therapeutic Community. This phase may last a minimum of two (2) to a maximum of four (4) months. During this phase each program participant must develop a re-entry plan as specified in Policy 513.07. Re-entry plans should have specific goals, specific steps to reach the goals, and specific time frames for completion of goals for all aspects of the participant's re-entry (i.e., identification, family/spousal relationships, transportation, housing, employment, etc.). Each participant shall receive, at a minimum, nine (9) hours of documented therapeutic activities per week. Services will include a combination of the following; relapse prevention, cognitive behavioral group counseling dealing with criminal thinking errors, pro-social leisure and positive recreational outlets, employment readiness, and introduction to Twelve Step Fellowship meetings (non-mandatory). Program participants will be referred to the pre-release program for ancillary community services prior to their release from the institution, if appropriate and time permitting.

4. **Mentoring Program -** Additionally, all facilities will implement an in-house mentoring program. Participants in Phase III and individuals who have successfully completed the program and are still at the facility will be selected based on evaluations by and

interviews with the treatment team. Mentors will be able to hold this position as a job and be paired with Phase I participants. Mentor's responsibilities will be to explain what is expected of a TC Participant, to be available for questions or concerns of the new participant, to be able to relate personal experiences and outcomes, and to be able to motivate participants to succeed in the program and acquire the pro-social skills necessary to be successful upon re-entry.

5. **Aftercare** – Aftercare will be broken down into three different components, based on how the individual is released upon completion of the program, as follows:

   (a) **Released to General Population** – Participants returned to general population will have both the option to apply to be a program mentor as described in A.30.g.4., as well as receive continuing care program that can provide substance use aftercare once weekly after individuals successfully complete the program for a period of six (6) months.

   (b) **Released to Parole** – Each institution has an Institutional Parole Officer (IPO) provided byTDOC). Treatment staff will provide a discharge summary to the IPO pertaining to any continued services recommended for individuals being released. Additionally, each BOP facility has a Forensic Social Worker (FSW), who will assist in obtaining services for all participants released to BOP.

   (c) **Expired Sentence** – Although participants cannot be required to attend services from community providers, as part of the reentry plan, individualized recommendations and referrals will be given to each participant. Participants will be strongly encouraged to attend. Each facility will constantly work to develop relationships with local providers.

h. In concert with the Director of Behavioral Health Services or designee, the Contractor shall develop clear, distinct, and documented criteria for movement from one phase to the next. This will include both quantitative work required in each phase as well as qualitative goals that will be evaluated by the treatment team.

i. In providing Substance Use Disorder Treatment, the Contractor shall implement the following protocols:

1. The Contractor shall use the TDOC Intake Assessment form as well as a pre and post test process, which will evaluate criminal thinking, psychological functioning and social desirability to assess participants' needs and facilitate treatment plan development. All pre-post test evaluations shall be approved by the Director of Behavioral Health or designee.

2. The Contractor shall address the following issues when developing the treatment plan: addiction severity, drug use, personal motivation for change, criminogenic needs, and other relevant social and health related information. All program participants shall have an individualized treatment plan within thirty (30) days of being admitted to the treatment program. All treatment plans shall be reviewed and updated at each phase progression or as needed.

3. The Contractor shall conduct a follow-up assessment within four (4) weeks of program release on each program participant to measure change over time. The assessment instruments to be used must be approved by the State's Director of Behavioral Health Services or designee.

4. The Contractor shall be responsible for providing all approved daily treatment and programming activities within the TC. The Contractor shall provide therapeutic activities at least five (5) days per week, except on approved State holidays, and shall provide TC related community processes seven (7) days per week, regardless of State holidays.

5. Treatment programming shall be designed for the gender of the offender being treated and shall focus on areas such as, but not limited to, the disease concept of addiction, rational thinking skills, criminal thinking errors, guilt/shame, wellness, sexually transmitted diseases, anger/domestic violence, abuse, co-dependency, responsibility, fulfillment and self-actualization, dysfunctional relationships, pro-social peer relations, family/marital relationships, self-image parenting, leisure time planning, spirituality, nutrition, victims' awareness, and pro-social decision making.

6. The Contractor shall identify when, and how, it will implement group therapy so that all participants are able to contribute and receive an equal opportunity to benefit from treatment.

7. Cognitive Restructuring shall include classroom instruction on thinking errors, criminal behavior problem identification, drugs use, its effects, and consequences of continued use.

8. The Contractor shall offer programming that includes cognitive behavioral skills development. Programming shall be designed to meet the participants' specific criminogenic needs.

9. The Contractor shall encourage and incorporate into the treatment program an in-house peer support system and role modeling.

10. The Contractor shall provide opportunities for program participants to be involved with weekly structured mutual-help group meetings.

11. The Contractor shall also offer weekly follow-up or aftercare session to provide support for program graduates.

12. The Contractor shall provide programming which meets the unique needs and concerns of racial or ethnic minority individuals, including such factors as cultural orientations, beliefs, and value systems relevant to the population served.

13. The contractor shall provide a discharge summary for all participants prior to release or termination from the program.

j. Urinalysis testing shall be used as part of the treatment program as a tool for monitoring program compliance and to identify problems.

1. All program-related drug screens shall be conducted in accordance with TDOC Policy 506.21 and TDOC Policy 513.07.

2. All program participants shall receive an initial drug screen, random screens, as well as exits screens through the treatment program. All positive screens shall be confirmed through the use of a second methodology.

3. Initial screens are meant as a way for treatment staff to gauge addiction severity and withdrawal possibilities. A failure of the initial drug screen will not result in program dismissal. Any failure of a random, reasonable suspicion, or exit drug screen once in the program will result in immediate termination.

4. All drug testing will be paid for by the Tennessee Department of Correction.

5. The Contractor shall comply with the State's policy and procedures regarding urinalysis testing, chain of custody and sanctions for positive drug screens (Policy 506.21).

A.31. **REPORTING REQUIREMENTS**

a. The Contractor must utilize a management information system which will provide necessary cost and statistics information on a statewide basis for the TDOC to monitor performance. Vendor shall be required to have a database that is capable of storing information in a way that allows for the creation of monthly Excel spreadsheets that contain TDOC designated categories to be submitted by the 15th day of every month. The Contractor shall submit monthly, quarterly, and annual Utilization/Prevalence reports to the TDOC Director of Behavioral Health Services or designee, detailing patient care statistics and the history of requests for specialty consultations and procedures. Reports should be delivered to the TDOC Director of Behavioral Health Services no later than the 15th day of the month after the data is collected. The reports required by this part shall be submitted in an electronic format acceptable by the State and shall at a minimum provide aggregate and individualized reports by physician, mid-level, inmate, service type, institution, etc. Clinical, administrative, and supervisory services shall be clearly labeled and reported separately. The Contractor shall use appropriate coding, e.g., Diagnostic and Statistics Manual of Mental Disorders, International Classification of Diseases. The facility and responsible mental health provider shall categorize information utilizing a standard format approved by the Director of Mental Health Services. The Contractor shall provide the following reports:

1. TDOC daily inpatient/residential census with key data elements; and inpatient/residential days per month

2. Inpatient/residential days per month by diagnosis, and Average Daily Census (ADC)/Average Length of Stay (ALS)

3. Active Mental Health Caseload and services by facility and provider that includes:

   Inmate number, diagnostic code, medication prescribed, dosage(s), level of care and Serious Mental Illness (SMI), Serious and Persistent Mental Illness (SPMI) designation

7. Outliers, Variance/Variability

8. Drug costs by facility and provider

6. Specialty consultations with key data elements

b. **Monthly Operating Report.** Within the first sixty (60) days of the effective start date of the contract, the Contractor shall work with the State to design a monthly reporting template which will be most useful to the State. Beginning in the third month of the contract, the Contractor shall provide a monthly narrative report delineating the status of the mental health care operations occurring in the prior month. At a minimum, the monthly report shall include: utilization review, caseload statistics, and all other monthly reporting requirements delineated under the scope of services of this contract or required by TDOC policy. Said report will be due on or before the 15th business day of each month and shall identify successes and potential problems and discuss their resolutions.

c. **Annual Review.** In February of each year, on or before the 15th, the Contractor shall complete and present an annual report of utilization statistics, a narrative summary delineating accomplishments, barriers to implementation, and recommendations.

d. **Data Management Automation.** It is the intent of the State to acquire an Electronic Health Record (EHR) System and refine its data collection for analysis, trending, and tracing purposes, which shall enhance its health care delivery system. The Contractor shall be required to participate and link to the State's automated system. The Contractor shall provide any additional statistical data as requested by the State.

When the State converts to an EHR system, the Contractor's subcontractors, such as laboratory, pharmacy, telemedicine, etc., shall be required to link to the State's automated hardware/software. The State's Management Information System (MIS) and Office of Information Resources (OIR) divisions shall handle coordination for compatibility.

e. As supporting documentation, the Contractor shall submit to the institutional Warden or designee a copy of the encounter log. A summary of encounters categorized by institution and as a statewide aggregate will be provided to the TDOC Director of Behavioral Health Services or designee on a monthly basis by the 15th day of the month following the month contained in the report.

A.32. **DIRECT SECURE MESSAGING**

a) If reports, spreadsheets or other documents, prepared by the Contractor, include Patient Health Information (PHI), the Contractor is required to use DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP) to transport those documents to the Procuring State Agency Staff.

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

A.32. **LABORATORY SERVICES.** Currently the Medical Services Contractor is responsible for the costs of Mental Health laboratory studies ordered by the Mental Health Contractor.

A.33. **CREDENTIALING.** The Contractor shall have a written policy and procedure regarding the providers' credentialing process approved, in writing, by the State within thirty (30) days of contract execution. The Department of Correction shall have access to and may copy any such credentialing records. Upon expiration or termination of the contract these credentialing files become the property of the State. Representatives of the State shall conduct periodic audits of the Contractor's credentialing files. Copies of all files shall be maintained in the Contractor's Tennessee office. Each physician's credential file shall contain at a minimum the following documents:

a. Copy of current Tennessee license
b. Copy of application for initial or renewal registration
c. Copy of Drug Enforcement Administration (DEA) registration
d. Evidence of malpractice insurance with claims and/or pending lawsuits
e. Copies of verified medication education including internship, residency and fellowship programs, and specialty certification(s)
f. Copy of current BCLS or CPR certification. Certification must be achieved prior to the individual providing services at any TDOC institution
g. Employment history
h. Evidence of reasonable inquiring into employment history with emphasis on assessment of clinical skills
i. Signed release of information form
j. Information regarding any criminal proceedings

A.34. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. 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 all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, 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.

A.35. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on DATE ("Effective Date") and extend for a period of of thirty six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

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:

Service Description	**Amount** (per compensable increment)		
	YEAR 1	YEAR 2	YEAR 3
Behavioral Health Services	$ ***/ per inmate per day***	$ ***/ per inmate per day***	$ ***/ per inmate per day***

c. The Contractor shall be compensated for said units, milestones, or increments of service based upon the average daily population (in-house count at 10:30 p.m. plus inmates

temporarily out to medical) times the number of days in the month times the per inmate per day rate.

d. The State shall reimburse the Contractor for fifty percent (50%) of the cost of all psychiatric medications prescribed by the Contractor's providers (See Section A.25.). Reimbursement does not include administrative charges for items such as processing, handling, etc. The Contractor shall submit documentation, in form and substance, acceptable to the State, prior to any reimbursement.

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
6TH FLOOR RACHEL JACKSON BUILDING
320 6TH AVENUE NORTH
NASHVILLE, TENNESSEE 37243-0465

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: TENNESSEE DEPARTMENT OF CORRECTION, ACCOUNTS PAYABLE
(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 an "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, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

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. MARK SIMPSON
TENNESSEE DEPARTMENT OF CORRECTION
4TH FLOOR RACHEL JACKSON BUILDING
Mark.simpson@tn.gov
Telephone # 615.741.1000 Ext. 8163
FAX # 615.532.3065

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 for 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, money, 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 intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

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 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 or disqualified.

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 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 applicable state and federal laws and regulations in the 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. 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 - 407.

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);
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.

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. 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 and in the amount equal to **ONE MILLION DOLLARS ($1,000,000.00)**, The Contractor shall submit the bond no later than the day immediately preceding the Contract start date and in the manner and form prescribed by the State (at Attachment **TWO** hereto), and the bond shall be issued through 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:

a. the Contract term and all extensions thereof; or

b. the first, calendar year of the Contract (ending December 31st following the Contract start date) in the amount of **ONE MILLION DOLLARS ($1,000,000.00)** and, thereafter, a new performance bond in the amount of **ONE MILLION DOLLARS ($1,000,000.00)** covering each subsequent calendar year of the contract period. In which case, the Contractor shall provide such performance bonds to the State no later than each December 10th preceding the calendar year period covered beginning on January 1st of each year.

Failure to provide to the State the performance bond(s) as required herein prior to the Contract start date and, as applicable, no later than December 10th preceding each calendar year period covered beginning on January 1st of each year, shall result in contract termination. The Contractor understands that the stated amount of the performance bond required hereunder shall not be reduced during the contract period for any reason.

E.3. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

(4) Professional Malpractice Liability with a limit of not less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) aggregate.

c. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.4. Prison Rape Elimination (PREA).
Contractor will comply with the Prison Rape Elimination Act of 2003, 42. U.S.C. 15601 et seq., [PREA] and with all applicable PREA Standards for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse in the performance of the Contract. Contractor acknowledges that, in addition to self-monitoring requirements imposed by such laws and standards, the State will conduct announced or unannounced compliance monitoring to include on-site monitoring. Failure to comply with PREA and PREA Standards may result in termination of the contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

DERRICK D. SCHOFIELD, COMMISSIONER **DATE**

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security 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. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT TWO

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

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

(Surety) _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(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 _____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 _____ _____($_____) 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 work (the "Scope") set forth in Section ____ 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

ATTACHMENT TWO continued

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 T.C.A. § 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 Principal)

_____
(Printed Name)

_____
(Title)

_____
_____
_____
(Contractor's Address)

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:_____
(Authorized Signature)

_____
(Printed Name)

_____
(Title)

_____
_____
_____
(Business Address)

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 THREE

PERFORMANCE MEASURES

INTRODUCTION

INTENT

It is the active intent of the Tennessee Department of Correction (TDOC) to monitor the Contractor's performance in a continuous and ongoing effort to ensure that all contractual requirements are being fully met in accordance with policy and standards. These expectations are based on the specific terms of the Tennessee Code Annotated, the current standards of the American Correctional Association (ACA), the RFP specifications and the current TDOC Policies and Procedures. Primary responsibility for this monitoring effort will reside with the Clinical Services Division of the TDOC. Monitors will conduct audits at each institution to assess the adequacy and timeliness of healthcare services. Monitors will be trained in conducting the audit. Audits will systematically assess the Contractor's performance by means of medical record reviews and direct observations of medical/mental health records, logs, manuals, Contractor Operations Reports and other appropriate sources. Observed performance will be compared with pre-established performance measures as found in The Performance Measures Instrument. These criteria, along with the parameters for measuring the Contractor's degree of success in achieving them, are the subject of the attached documents.

AUDIT PROCESS

Each audit may be performed as often as necessary at each institution, shall be scheduled in advance, and may last for several days. The performance level of the individual institution may affect the frequency of the audits. The Contractor shall provide access to the Behavioral Health Services Provider staff and Quality Assurance/Internal staff as required. All medical/dental/mental health records, logbooks, staffing charts, time reports, inmate grievances, and other requested documents required to assess Contractor performance shall also be made available. Such activities may be conducted in the institution's clinic but will be conducted in a manner so as not to disrupt the routine provision of inmate mental health care. When necessary, TDOC custody and/or administrative records will be utilized to establish facts or corroborate other information.

All audits are designed and performed in accordance with the following standards:

- Applicable state, federal and local laws
- Tennessee Department of Correction's Policy and Procedures
- The RFP and current Behavioral Health Care Contract
- American Correctional Association Standards (ACA)

General requirements applicable to all inmates will be assessed via a data review of a 5%-20% sample of the inmate's mental health records at an institution, selected randomly. Other requirements, relevant to a segment of the inmate population, may be monitored by a higher percentage (up to 100%) of the records of a sub-population (e.g., emergency phone call reviews, therapeutic isolation reviews, 30 day segregation reviews etc.). Areas in which performance deficiencies have been found may be re-examined in the subsequent quarter or follow up period as designated by the TDOC in order to gauge progress towards satisfactory performance.

At the conclusion of an audit, the monitors will share the preliminary results with the institution's mental health administrator. Prior to the monitor leaving the facility, an exit interview shall be held with the mental health administrator, and the warden and/or designee (when available) regarding the audit results. The Contractor shall provide all documents necessary to dispute audit results at the exit interview.

Copies of completed audits may be forwarded to the Contractor's corporate office and the TDOC's administration. The Contractor may dispute the findings via appeal to the Director of Behavioral Health Services. The Contractor must specifically address each disputed finding and justification for appealing such. The TDOC will render a final decision on the appeal to the contractor within ten days of receipt.

For each item reviewed, an adjustment to compensation has been specified as liquidated damages for each non-compliant occurrence. The State may withhold the monetary amount from the Contractor's compensation for substandard performance in the designated audit areas in accordance with Section E. 16. of the Contract. The Contractor will be notified in writing and the appropriate deduction will be made in the next monthly payment following the expiration of the appeal deadline.

The manual of Objective Performance Criteria outlines the Contractor's compensation areas that are subject to adjustment. Objective Performance Criteria are subject to change at the discretion of the State. The Contractor shall be given a 30-day notice to prepare for any new or changed criterion. Audits will begin effective October 1, 2015. The results compiled from the period July – September 2015 time period will be informational only and will not result in an adjustment to compensation. Adjustments to compensation will be effective with the audits performed beginning January 1, 2016.

PERFORMANCE MEASURES INSTRUMENT

Item #	Mandates	Contract Requirement	Monitoring Process	Reporting Frequency	Date	Compliant Y/N
1	**A.18.d**	90% of surveyed TDOC staff at this site rated their experience with contract personnel to be good to excellent. This equates to ratings of 4 and 5 on a 5 point Likert scale, with 5 being the most favorable.	Reviews surveys from institutions	Semi - Annually		
2	**A.5 113.87**	At least 100% of the time, the psychiatrists/APNs respond to emergency inquiries within one (1) hour.	Review logs from answering service. Check charts at facilities for verification purposes.	Semi-Annually		
3	**A.25.c 113.88 113.50**	At least 100% of psychiatrists/APNs providing emergency phone consultation will provide a direct assessment within a 72 hour period from the time of the original phone order. All applicable sections of CR-3082 will be completed by the psychiatrist/APN. All verbal orders by the psychiatrist/APN are documented on CR-1892 in accordance with TDOC Policy 113.50, Health Records.	All applicable CR-3082's will be reviewed.	Quarterly		
4	**A.25.c 506.07**	If an inmate is placed in therapeutic restraints for a period of 24 hours, the Contractor shall provide a direct assessment of the inmate.	All applicable CR-3082's will be reviewed.	Quarterly		
5	**A.3.a 113.82**	At least 100% of referrals to psychiatry of a specialty nature shall be seen within a 14 day time period.	Review of patient medical file.	Quarterly		
6	**A.27.b 113.82**	At least 100% of routine referrals to the psychologist shall be seen within a 14 day time period.	Review of medical charts.	Quarterly		
7	**A.25.b 113.85**	At least 95% of all psychiatric patients warranting a treatment plan will have been reviewed, signed and dated by the psychiatrist/APN. Any applicable diagnoses will have been assigned to each patient. Treatment plans are revised as needed but no less than every six (6) months. Rationale for continued treatment is clearly documented.	Review a sample of medical charts of patients receiving psychotropic medications or counseling.	Quarterly		
8	**A.25.d 113.85**	At least 95% of Informed Consent Forms are completed prior to providing an inmate psychotropic medication in accordance with TDOC policy. Informed consents are shall remain effective for one year from the date of the inmate's signature after which time a new consent form needs to be signed.	Review a random sample of charts of inmates who are receiving psychiatric services.	Quarterly		
9	**A.3.a 113.86**	At least 95% of patients who are discontinued from psychotropic medications after receiving services will have clearly written discharge summaries.	Review of progress notes.	Quarterly		
10	**A.3.a 113.85.**	At least 75% of the time a psychiatrist, APN or psychologist will participate in treatment team meetings.	Review treatment team minutes at the facility.	Quarterly		
11	**A.25.f. 113.89**	At least 95% of patients prescribed psychotropic medications will have met directly with a psychiatrist or APN every 90 days.	Pull psychotropic medication list and review a sample of medical charts.	Quarterly		
12	**A.3.a 113.89**	Review a minimum of 12 charts from the APN caseload Ensure each patient was directly assessed by a psychiatrist within the past year.	Pull psychotropic medication list and review 12 random charts.	Quarterly		
13	**A.27.e.**	The psychological provider(s) at each facility will provide individual counseling when clinically indicated. Each file shall contain current treatment plans. Any applicable diagnoses will have been assigned to each patient. Rationale for continued treatment is clearly documented. Discharge summaries will be available for those clients no longer receiving services. After twelve (12) individual sessions, the respective provider will present justification for continuing individual therapy in writing in a copy of the treatment plan to the Director of Mental Health.	Pull charts of patients as listed as receiving individual and/or group therapy. Check medical files to ensure documentation and rational for treatment.	Quarterly		

ATTACHMENT THREE
PERFORMANCE MEASURES (*CONTINUED*)

Item #	Mandates	Contract Requirement	Monitoring Process	Reporting Frequency	Date	Compliant Y/N
14	**A.27.c A.J.3**	Upon request by the TDOC Mental Health Director and Institutional Mental Health Administrator, the psychologist shall provide Special Education Evaluations. Services must be provided within 15 days of the original request.	Review requests from the files of the Mental Health Administrator. Ensure that evaluations were completed within 15 days of the original request.	Quarterly		
15	**A.3.a. 113.88**	At least 100% of the time, the psychologist, psychiatrist and /or APN shall participate in the Quality Improvement Review (QIR) process which is to be completed within 14 days following a completed suicide or clinically justified suicidal gesture. Copies of all QIRs have been forwarded to the Director of Mental Health	Review all available QIR reports at the institution.	Quarterly		
16	**A.30.a.1. 113.86**	At least 100% of inmates referred for placement at DeBerry Special Needs Facility, Tennessee Prison For Women or other specialized TDOC treatment units shall have their transfers completed within 30 days of the original referral.	From the Mental Health Administrator's files, ask to review all applicable referrals for the past quarter.	Quarterly		
17	**A.25.b. A.27.h. 113.84**	At least 95% of the time, a psychologist/psychiatrist/APN personally interviews all inmates placed in segregation status within 30 days of initial placement. At least every 90 days thereafter this screening is performed by a licensed mental health professional. (Use CR-2629 for documentation purposes.)	Review list of segregated inmates maintained by the Mental Health Administrator. Review medical files to ensure 30 and 90 day evals are being completed. Ensure psychologist has reviewed and approved the 90 day reviews when applicable.	Quarterly		
18	**A.24.**	At least 90% of the time, the Contractor shall enter specific mental health classification information, diagnostic codes, levels of service, service delivery information and any other information as requested by the Director of Mental Health into the Tennessee Offender Management Information System (TOMIS).	Of charts reviewed during the audit, ensure that all appropriate entries have been made into the TOMIS system based upon the contact notes, Level of Service designation and diagnosis in the medical record.	Quarterly		
19	**A.25.a. A.27.a.**	All contract practitioners will have valid and current State of Tennessee licenses that provides for them to practice under the scope of law. Psychiatrists shall possess a valid DEA number.	Review licenses of each contract provider at the institution where they are employed.	Quarterly		
20	**A.23.a.**	When a mental health professional leaves the Contractor's service, the Contractor will have thirty-one (31) days to secure a replacement.	When vacancies occur, review the date of the departing practitioner and the date of the newly hired, or replaced practitioner, and ensure that no more than 31 days has passed.	Daily		

Item #	Mandates	Contract Requirement	Monitoring Process	Reporting Frequency	Date	Compliant Y/N
21	**A.3.a 113.2**	At least 95% of the time, the most current mental health diagnosis for the patient is recorded on CR-1894, Major Medical Conditions Problem List.	Review CR-1894 in the medical chart.	Quarterly		
22	**A.23.a**	Vacancies in mental health professional positions shall be filled within 31 days.	Review of reports, observations, other.	Daily beginning day 32		

LIQUIDATED DAMAGES SCHEDULE PER OCCURRENCE

The following is a summary of the liquidated damages amounts for Objective Performance Criteria. This listing does not represent the complete description of Contractor responsibility of the stated criteria; details are provided in the Performance Criteria and Critical Indicators section of this Manual. The amounts indicated are the adjustment (deduction) to compensation amounts assessed to the Contractor as liquidated damages for substandard performance per occurrence in the audit areas. The defining document for assessing liquidated damages is the monthly report described in Section A.17.b.(7) which identifies the deficiency identification process. Each new monthly report initiates a new damages assessment period.

CRITERIA	INDICATORS – MENTAL HEALTH SERVICES	AMOUNT PER INDIVIDUAL OCCURRENCE
Staffing	1. Clinical vacancies filled within 31 days 2. All other positions filled within 31 days 3. Contractor's key management staff positions which require approval of TDOC	$250 $200 $500
Performance Improvement Plans (PIP)	1. PIP submitted to TDOC within 7 business day	$50
CR-3082	1. 3082's complete, legible, and submitted timely as per current contract or applicable amendment	$75
Answering Service	1. Answering service in place to ensure 24-hour, 7-day per week psychiatric coverage	$200
Emergency On-Call	1. The Psychiatrist/APN must respond to emergency calls within 30 minutes. Damages per 15-minute increment after deadline has passed.	$100
Tele-psychiatry	1. Tele-psychiatry is available for the delivery of psychiatric services when on-site psychiatric services are not available	$200
Assessment	1. Psychiatrist/APN will provide a direct assessment within 72-hours following a phone order for Suicide Precaution/Mental Health Seclusion 2. A Licensed Independence Mental Health Practitioner (LIMHP) will clinically assess an inmate within three working days of initial placement in restrictive housing 2. A LIMHP will clinically assess an inmate who is in restrictive housing for 30 consecutive days within 30-days of initial placement in restrictive housing 3. A LIMHP will clinically assess an inmate in restrictive housing at 90 day intervals thereafter	$500 $500 $500 $500
Repeat Deficiencies	1. Indicators found to be deficient upon two (2) or three (3) consecutive performance reviews 2. Indicators found to be deficient upon four (4) consecutive performance reviews	$500 $800

CRITERIA	INDICATORS – SUBSTANCE USE TREATMENT SERVICES	AMOUNT
Treatment Modality	Failure to implement and provide required treatment modality as described in contract.	$500
Assessments	Failure to provide approved pre and post assessments prior to release.	$50
Treatment Plans	Failure to provide appropriate individual treatment plan for each participant within thirty (30) days of admittance into program.	$50
Program Services	Failure to provide services at least five (5) days per week per contract requirements.	$250
Program Content	Failure to provide treatment programming content as outlined in contract.	$250
Re-entry Plan/ Discharge	Failure to provide re-entry plan/discharge summary prior to release.	$100
Urinalysis Testing	Failure to follow urinalysis testing as outlined in policy 506.21 and 113.95.	$25
Clinical Files	1. Failure to complete clinical files for all participants as outlined in policy 113.95. 2. Failure to maintain clinical files per federal regulations 42.CFR.Part 2. 3. Failure to	$50 $50
Repeat Deficiencies	1. Indicators found to be deficient upon two (2) or three (3) consecutive performance reviews 2. Indicators found to be deficient upon four (4) consecutive performance reviews	$500 $800
Emergency Deficiencies	1. Indicators found to be deficient 48 hours after notification to Contractor. 2. Additional assessment if deficiency not cured after initial 48 hour period.	$1,000 $1,000 at the end of each additional 48 hour period

Consideration for imposing adjustments to compensation:

ACA ACCREDITATION- Required for accreditation by the American Correctional Association
TDOC POLICIES- Required per TDOC policy and procedures
RISK MANAGEMENT- Required to avoid, or defend, the State in litigation regarding the health delivery system
When a deficient fits more than one category, the State shall select which deficiency level to apply

ATTACHMENT FOUR
KEY PERFORMANCE INDICATORS MANUAL
continued

CRITICAL INDICATOR
STAFFING

Definition and Purpose of Auditing This Criterion:

According to TDOC Policy/Procedures and ACA standards, the Contractor shall provide adequate staffing for each facility according to the approved staffing plan.

Elements of the Criterion:

The Contractor is to utilize the State's approved minimum staffing plan for each institution. In the event of vacant positions, the Contractor is required to provide adequate coverage to met all required services.

Indicators/Methodology/Acceptable Standard

Indicators: The Contractor shall fill all vacancies in a timely manner:

a. Clinical vacancies shall be filled within 31 days
b. All other vacancies shall be filled within 31 days
c. Contractor's key management staff positions require prior approval of the TDOC

Methodology: Verification of compliance through contract monitoring and proper notification to the TDOC for key management staff.

Acceptable Standard: Threshold 100%

Amount per occurrence: **$250 per clinical position per day not filled within 31 days**
$200 per non-clinical position per day not filled within 31 days
$500 for appointing key management staff without the approval of the TDOC

CRITICAL INDICATOR
PERFORMANCE IMPROVEMENT PLANS (PIP)

Definition and Purpose of Auditing This Criterion:

The Contractor is responsible for providing a plan of corrective action in response to deficiencies identified in the monitoring process. The Performance Improvement Plan (PIP) is the format by which corrective action is identified and measured.

Elements of the Criterion:

The Contractor is to submit to TDOC a Performance Improvement Plan in response to each deficiency identified through the monitoring process.

Indicators/Methodology/Acceptable Standard

Indicators: In response to a deficiency, the Contractor shall submit a PIP to Central Office in a timely manner:

a. The PIP shall be submitted to TDOC within 7 business days of being informed of a deficiency

Methodology: Verification of compliance through CQI monitors.

Acceptable Standard: Threshold 100%

Amount per occurrence: $50 per PIP document per day late

CRITICAL INDICATOR
CR-3082

Definition and Purpose of Auditing This Criterion:

According to TDOC Policy/Procedures, the Contractor shall document orders to place an inmate under Mental Health Seclusion or Suicide Precaution using the CR-3082. The CR-3082 is the official record for documenting the circumstances under which an inmate is placed in observation status, and is included in the inmate's medical chart.

Elements of the Criterion:

The Contractor must clearly document on the CR-3082 the decision to place on inmate on Mental Health Seclusion or Suicide Precaution. The CR-3082 must also clearly document the decision to release the inmate from this status.

Indicators/Methodology/Acceptable Standard

Indicators: The Contractor completes a CR-3082 for each inmate placed in Mental Health Seclusion or Suicide Precaution:

a. The CR-3082 will be complete
b. The CR-3082 will be legible
c. The CR-3082 will be submitted to Central Office by the 15th day of the month following the inmate's placement in observation status

Methodology: Verification of compliance through contract monitoring.

Acceptable Standard: Threshold 100%

Amount per occurrence: $75 per CR-3082 that is either incomplete, illegible or late in submission to Central Office

CRITICAL INDICATOR
ANSWERING SERVICE

Definition and Purpose of Auditing This Criterion:

The Contractor is responsible for maintaining an answering service to ensure 24-hour, 7-day per week psychiatric coverage. According to TDOC Policy/Procedures and ACA standards, the Contractor shall provide adequate staffing for each facility according to the approved staffing plan.

Elements of the Criterion:

The Contractor shall maintain an answering service that provides emergency 24-hour, 7 days a week access to psychiatric/APN services.

Indicators/Methodology/Acceptable Standard

Indicators: The Contractor shall maintain an answering service that is accessible by phone to institution staff:

a. The answering machine shall be operable 24-hours a day, 7 days per week.

Methodology: Verification of compliance through contract monitoring.

Acceptable Standard: Threshold 100%

Amount per occurrence: $200 per clinical incident in which the answering service is not available

CRITICAL INDICATOR
EMERGENCY ON-CALL

Definition and Purpose of Auditing This Criterion:

The Contractor is responsible for ensuring that emergency phone calls are returned 24 hours, 7 days a week within 30 minutes of notification call from each facility.

Elements of the Criterion:

The Contractor shall provide an on-call answering service log indicating date and time of notification. On-site mental health staff or nurses will document in progress notes the date and time of emergency call response..

Indicators/Methodology/Acceptable Standard

Indicators:

a. Progress note will reflect the date and time of the emergency call
b. The Physician/APN must respond to emergency calls within 30 minutes
c. Progress note will reflect date and time of response by mental health provider/attending Nurse

Methodology: Review of progress notes and review of answering service log.

Acceptable Standard: Threshold 100%

Amount per occurrence: $100 assessed for every 15 minute increments of non-compliance

CRITICAL INDICATOR
TELE-PSYCHIATRY

Definition and Purpose of Auditing This Criterion:

The Contractor is responsible for tele-psychiatry to efficiently manage costs and provide patient care when psychiatric services are not otherwise available.

Elements of the Criterion:

The Contractor is to use tele-psychiatry to reduce the need for off-site consultations where doing so does not impeded patient care.

Indicators/Methodology/Acceptable Standard

Indicators: The Contractor shall provide tele-psychiatry for the delivery of psychiatric services:

a. Tele-psychiatry shall be available at facilities when onsite psychiatric services is unavailable
b. Tele-psychiatry equipment will be fully operational

Methodology: Verification of compliance through contract monitoring and proper notification to the TDOC for key management staff.

Acceptable Standard: Threshold 100%

Amount per occurrence: $250 per clinical incident

CRITICAL INDICATOR
ASSESSMENT

Definition and Purpose of Auditing This Criterion:

According to TDOC Policy/Procedures and ACA standards, the Contractor shall provide a direct clinical assessment within 72 hours following an inmate's placement in mental health seclusion or suicide precaution. A direct clinical assessment shall be conducted within 72 hours of initial placement in restrictive housing. Inmates who are placed in restrictive housing for 30 consecutive days will be afforded a clinical assessment within the initial 30 days of placement, and every 90 days thereafter.

Elements of the Criterion:

Following a phone order in which an inmate is placed in mental health seclusion or suicide precaution, a direct clinical assessment is required by a psychiatrist/psychologist/APN within 72 hours of the initial placement. Following an inmate's placement in restrictive housing, a direct clinical assessment shall be conducted by a licensed mental health provider within 72 hours of initial placement. An inmate who is placed in restrictive housing for 30 consecutive days will be afforded a clinical assessment within 30 days of initial placement, and every 90 days thereafter.

Indicators/Methodology/Acceptable Standard

Indicators: The Contractor shall conduct a direct clinical assessment of inmates:

a. Within 72 hours of initial placement in mental health seclusion or suicide precaution
b. Within 72 hours of initial placement in restrictive housing
c. Within 30 days of initial placement in restrictive housing
d. Every 90 days following the initial 30-day review
e. Assessments shall be conducted by the properly credentialed mental health professional

Methodology: Verification of compliance through contract monitoring.

Acceptable Standard: Threshold 100%

Amount per occurrence: **$500 per late assessment**
$500 per assessment conducted by unqualified personnel

ATTACHMENT FIVE

MINIMUM STAFFING REQUIREMENTS

		APN	Psychiatrist	PHD	SPE/LCSW	MDC	TRT	BSC	MHA	Cle	CM	LADAC	NLADAC
MH Case Load	**Facility**	**FTEs**	**FTEs**	**FTEs**	**FTEs**	**FTEs**	**FTEs**	**FTEs**	**FTEs**	**FTEs**	**FTEs**		
215	DSNF	1.2	1.2	1	5.5	3	1.0		1	1.5	0.75	1	1
137	RMSI	0.4	0.2	1	2	2	0.5		1	1	0.5	1	
52	CBCX		0.2		0.5	2							
486	TPW	1.4	0.4	2	5	3	1		1	1	0.75	1	3
531	MCCX	1.5	0.4	1	3	7	1		1	1.0	0.75	2	6
701	WTSP	2	0.4	2	2	5	1	1	1	1	0.75	1	
31	NWCX	0	0.2	1	1				1	0.5		2	4
281	MLCC	0.5	0.2	1	2	2			1	0.75	0.5	1	2
50	TCIX	0	0.2	0	1	1		1	1	.5	1.0	3	8
588	BCCX	2	0.4	2	3	6	0.5	1	1	2	0.5	1	4
533	NECX	1	0.2	1	2	4			1	1	0.5	1	

APN: Advance Practice Nurse
PHD: Psychologist with Health Service Provider Designation
SPE/LCSW: Senior Psychological Examiner and/or Licensed Clinical Social Worker
MDC: Master's Degree in Behavioral Science Counselor
TRT: Therapeutic Recreational Therapist
BSC: Behavioral Specialist Counselor: Credentials: Certified Psychological Assistant who has met requirements for the Behavior Analyst Certification
MHA: Mental Health Administrator: Credentials: Master's Degree in Behavioral Science with experience in Health Administration
Clerks: Credentials to be determined by Vendor by Contractor
Regional Case Managers: Credentials: Bachelor's Degree in behavioral science with one year full time experience providing case managers services social, psychological or correctional case management services management services
LADAC: Licensed Alcohol and Drug Abuse Counselor
NLADAC: Non-Licensed Alcohol and Drug Abuse Counselor Intern

LEVELS OF MENTAL HEALTH CARE
AND
EXAMPLES OF SERVICES

LEVELS OF MENTAL HEALTH CARE

Level I - No need for Mental Health (MH) Treatment

Level II - Outpatient Services

Level III - Supportive Living Unit Services

Level III services are indicated when an inmate ability to function in general population is moderately impaired due to mental illness. The inmate has a serious mental illness as defined above and as a result of the SMI has experienced significant impairment in his/her ability to adjust and function satisfactorily within the general prison population, as determined by the number, intensity and frequency of mental health services needed, or the inmate has stabilized at a higher level of care and can now function within the Level III Unit.

Level IV - Supportive Living Unit Services

At this level inmates are unable to attend most treatment or recreational groups in traditional settings and thus require ancillary services to be provided in the residential unit.

Level V - Crisis Stabilization Placement

EXAMPLES OF SERVICES

SERVICES

- Triage – records and chart reviews
- Assessment, screening and Evaluation:
  - Classification
  - Mental Health Intake
  - Segregation Evaluations (30/90 days review)
  - Involuntary Medication
  - 72 hrs seclusion
  - Crisis Intervention
  - Minimum Custody, Transition Center placement
- Medication management
- Therapy
  - Behavior Modification
  - Group
  - Individual

- Case specific consultation and education, for inmates and/or correctional staff.
- Psychological Testing to include special education testing.
- Treatment planning and Treatment team
- Liaison Services, referral to other institutions and/or community services.
- Continuous Quality Improvement, collecting data and interpreting monthly reports.
- Suicide Reviews, Intervention with suicidal and potentially suicidal inmates
- Telemedicine
- Incorporation of directed mental health programs into treatment plan
- On-call duties.
- Maintain required documentation
- Case management as needed.
- Clinical Supervision
- Data Entry TOMIS

Reference 113.81.1 Mental Health Encounter Logs

ATTACHMENT SEVEN

Inmate Population For FY '15

TDOC July '14 - June '15

State Operated Institutions					
Location	**FY'15 Actual**	**% of Beds Budgeted**	**FY'15 Estimated**	**96% Budgeted Capacity FY'15**	**FY'16 Base**
TPFW	772	95.90%	805	773	805
TCIX[1]	1,559	87.98%	1,772	1,701	1,772
MLCC	424	96.36%	440	422	440
CBCX[2]	663	62.55%	1,060	1,018	1,060
BCCX	2,372	94.09%	2,521	2,420	2,521
WTSP	2,423	93.84%	2,582	2,479	2,582
RMSI	598	81.25%	736	707	736
NECX	1,766	95.15%	1,856	1,782	1,856
NWCX	2,370	97.73%	2,425	2,328	2,425
SPND	701	87.63%	800	768	800
MCCX[3]	2,202	96.12%	2,291	2,199	2,291
State Total	**15,850**	91.68%	**17,288**	**16,597**	**17,288**

Privately Operated Facilities					
Location	**FY'14**	**% of Beds Budgeted**	**FY'15 Estimated**	**98% Budgeted Capacity FY'14**	**FY'16 Base**
HCCF	1,962	97.72%	2,016	1,976	2,016
WCFA	1,498	97.40%	1,536	1,505	1,536
SCCF	1,639	97.20%	1,676	1,642	1,676
Private Total	**5,099**	97.53%	**5,228**	**5,123**	**5,228**

Grand Total	**20,949**	**93.04%**	**22,516**	**21,720**	**22,516**

[1] TCIX Wayne County Annex 200 bed expansion

[2] Reduced by 50 beds due to annex closure

[3] Reduced by 150 beds due to the boot camp being replaced by the Morgan County Drug Court

**** Bledsoe Expansion began filling beds March 2013, the FY13 population has been adjusted to reflect loading the prison. FY14 is increased by the full 1,540 beds from expansion.**

Tennessee Department of Correction Facilities and Offices

TDOC Prison
- MLCC Mark Luttrell Correctional Center

70 Probation & Parole District 70
- District Office: One Commerce
- Field Office: Knight Arnold

71 Probation & Parole District 71
- District Office: Overton Crossing

72 Probation & Parole District 72
- District Office: Crump

• Community Correction Offices

TDOC Prisons
- CBCX 1 & 2 - Charles Bass Correctional Complex
- DSNF Lois DeBerry Special Needs Facility
- RMSI Riverbend Maximum Security Institution
- TPFW Tennessee Prison for Women

40 Probation & Parole District 40
- District Office: Blanton 1

41 Probation & Parole District 41
- District Office: Blanton 2

42 Probation & Parole District 42
- District Office: Plus Park

• Community Correction Offices

80 Probation & Parole District 80
- District Office: Clarksville
- Field Office: Dickson
- Field Office: Waverly
- Field Office: Ashland City

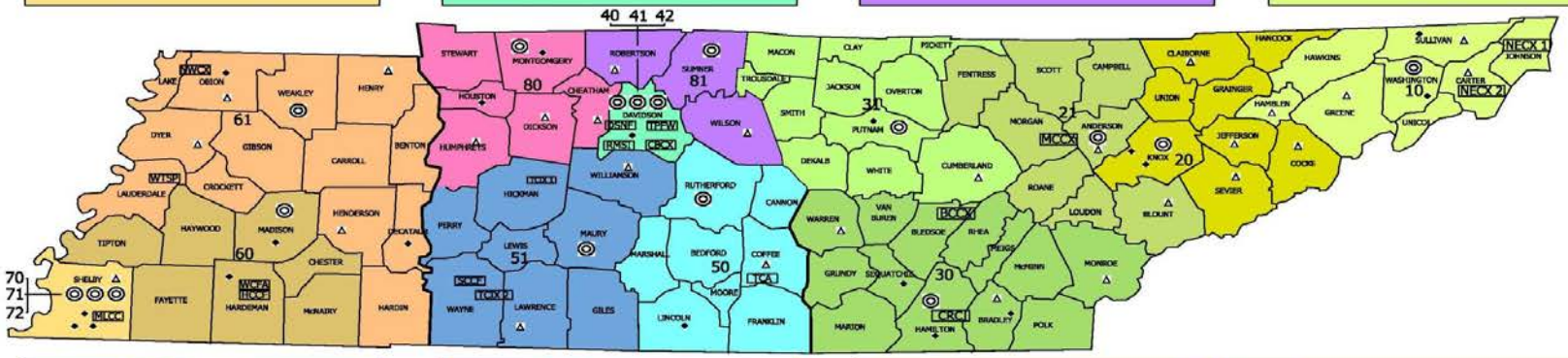
• Community Correction Offices

81 Probation & Parole District 81
- District Office: Gallatin
- Field Office: Lebanon
- Field Office: Springfield

TDOC Prisons
- NECX 1 North East Correctional Complex
- NECX 2 North East Correctional Complex Annex

10 Probation & Parole District 10
- District Office: Johnson City
- Field Offices: Blountville, Greenville, Morristown and Elizabethton

• Community Correction Offices



West Tennessee

TDOC Prisons
- HCCF Hardeman County Correctional Facility
- WCFA Whiteville Correctional Facility

60 Probation & Parole District 60
- District Office: Jackson

• Community Correction Offices

TDOC Prisons
- WTSP 1 & 2 - West Tennessee State Prison

61 Probation & Parole District 61
- District Office: Dresden
- Field Offices: Dyersburg, Lexington-Wildersville, Union City & Paris

• Community Correction Offices

Middle Tennessee

TDOC Prison
- TCA Tennessee Correctional Academy

50 Probation & Parole District 50
- District Office: Murfreesboro
- Field Office: Tullahoma

• Community Correction Offices

TDOC Prisons
- TCCX 1 Turney Center Industrial Complex
- TCCX 2 Turney Center Idustrial Complex
- SCCF South Central Correctional Facility

51 Probation & Parole District 51
- District Office: Columbia
- Field Offices: Franklin, Lawrenceburg

East Tennessee

20 Probation & Parole District 20
- District Office: Knoxville
- Field Office: Jefferson City
- Field Office: Newport
- Field Office: Sevierville
- Field Office: New Tazewell / Tazewell

• Community Correction Offices

TDOC Prison
- MCCX Morgan County Correctional Complex

21 Probation & Parole District 21
- District Office: Clinton
- Field Office: Jacksboro, Maryville

• Community Correction Offices

TDOC Prisons
- BCCX 1, 2 & 3 - Bledsoe County Correctional Complex
- CRC Chattanooga Release Center

30 Probation & Parole District 30
- District Office: Chattanooga
- Field Office: Cleveland, McMinnville, Madisonville

• Community Correction Offices

31 Probation & Parole District 31
- District Office: Cookeville
- Field Office: Crossville

• Community Correction Offices

32901-31264