



STATE OF TENNESSEE
 Department of Correction

REQUEST FOR PROPOSALS # 32901-14100
AMENDMENT # 8
FOR GOODS OR OPERATION OF PHARMACY AND
PRESCRIPTION FILLING SERVICES

DATE: 06/03/2015

RFP # 32901-14100 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
1. RFP Issued		03/27/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04/01/2015
3. Pre-response Conference	10:00 a.m.	04/02/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	04/06/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	04/09/2015
6. State Response to Written "Questions & Comments"		04/28/2015
7. Response Deadline	2:00 p.m.	05/05/2015
8. State Completion of Technical Response Evaluations		05/15/2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	05/18/2015
10. Negotiations (Optional)	4:30 p.m.	05/20/2015
11. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	06/03/2015
12. End of Open File Period		06/10/2015
13. State sends contract to Contractor for signature		06/11/2015
14. Contractor Signature Deadline	2:00 p.m.	06/18/2015

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 # 32901-14100
AMENDMENT # 7
FOR GOODS OR OPERATION OF PHARMACY AND
PRESCRIPTION FILLING SERVICES

DATE: 05/14/2015

RFP # 32901-14100 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
1. RFP Issued		03/27/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04/01/2015
3. Pre-response Conference	10:00 a.m.	04/02/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	04/06/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	04/09/2015
6. State Response to Written "Questions & Comments"		04/28/2015
7. Response Deadline	2:00 p.m.	05/05/2015
8. State Completion of Technical Response Evaluations		05/15/2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	05/18/2015
10. Negotiations (Optional)	4:30 p.m.	05/20/2015
11. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	05/27/2015
12. End of Open File Period		06/03/2015
13. State sends contract to Contractor for signature		06/04/2015
14. Contractor Signature Deadline	2:00 p.m.	06/09/2015

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 # 14100
AMENDMENT # 6
FOR GOODS OR OPERATION OF PHARMACY AND
PRESCRIPTION FILLING SERVICES

DATE: 05/06/2015

RFP # 32901-14100 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
1. RFP Issued		03/27/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04/01/2015
3. Pre-response Conference	TIME	04/02/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	04/06/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	04/09/2015
6. State Response to Written "Questions & Comments"		04/28/2015
7. Response Deadline	2:00 p.m.	05/05/2015
8. State Completion of Technical Response Evaluations		05/15/2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	05/20/2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	05/27/2015
11. End of Open File Period		06/03/2015
12. State sends contract to Contractor for signature		06/04/2015
13. Contractor Signature Deadline	2:00 p.m.	06/09/2015

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.



REQUEST FOR PROPOSALS # 32901-14100
AMENDMENT # 5
FOR GOODS OR OPERATION OF PHARMACY
AND PRESCRIPTION FILLING SERVICES

DATE: **04/28/2015**

RFP # 32901-14100 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
1. RFP Issued		03/27/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04/01/2015
3. Pre-response Conference	10:00 a.m.	04/02/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	04/06/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	04/09/2015
6. State Response to Written "Questions & Comments"		04/28/2015
7. Response Deadline	2:00 p.m.	05/05/2015
8. State Completion of Technical Response Evaluations		05/12/2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	05/15/2015
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	05/22/2015
11. End of Open File Period		06/01/2015
12. State sends contract to Contractor for signature		06/02/2015
13. Contractor Signature Deadline	2:00 p.m.	06/11/2015

2. 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 What is the anticipated start date of the contract?	August 29, 2015
2 Please provide the number of prescriptions filled for the past 12 months by facility.	The State does not have the information by site; however the number of prescriptions filled for the past 12 months for the 11 State facilities is available in Attachment A (Pharmacy Utilization Report)
3 Section A.9 references a \$200,000 allowance to purchase a dispensing machine. What is the name of the machine that the TDOC expects the vendor to purchase? If the vendor chose not to purchase a dispensing machine, can the funds be allocated to buy other necessary equipment (i.e. med carts, refrigerators, etc.)	a) It was the intent of the TDOC to allow the contractor (subject matter expert) the opportunity to select and purchase major packaging equipment for which they would be reimbursed up to \$200,000 over 12 months. b) No.
4 Does the TDOC currently utilize an Electronic Health Record? If so what is the name of the system. If not are there future plans to purchase a system?	TDOC does not have an EHR. The TDOC is reviewing options related to an EHR.
5 Will the TDOC accept an Alternative Proposal that exceeds the requirements within the scope of services, but does not include the opening and operating of an on-site pharmacy?	Any proposals submitted in response to solicitation must outline services as specified in the RFP. Proposals not including the opening and operating of an onsite pharmacy will be found non-responsive.
6 What is the anticipated start date of the contract?	See State's Response to Question #1.
7 Can Key Personal positions be combined?	The dedicated pharmacist could also fill the role of the pharmacist that is available 24/7 by phone or other electronic means to process emergency orders. Any such combination of positions requires State approval.
8 What is your current inmate population? Can you please provide the inmate population for the past 12 months?	This information is available on the Department of Correction Website—Bed space and capacities report and is included in this Amendment as Attachment E.
9 Can you please provide the past 12 months data on script volumes and drug utilization?	See Attachment A

QUESTION / COMMENT	STATE RESPONSE
<p>10 Is Contractor responsible for paying monthly utilities at TDOC Pharmacy? Or will State be responsible for paying all utilities?</p>	<p>The State pays utilities at the Pharmacy site and anticipates continuing to do so.</p>
<p>11 RFP states contractor responsible for daily routine maintenance of state provided facility. Is contractor responsible for subcontracting weekly independent janitorial cleaning service at contractor's expense?</p> <p>a) Will an outside subcontractor be allowed into the facility to clean?</p> <p>b) Will they be required to attend any pre-service training?</p>	<p>The Contractor would be responsible for subcontracting janitorial services. Subcontractor staff must be licensed and bonded, and would be required to attend pre-service training as determined by the State.</p>
<p>12 How much is the performance bond?</p>	<p>No Performance Bond is required in this solicitation.</p>
<p>13 State's Pre-Service training program: How long is the program? Is the training regularly scheduled? Is the training continually run or are there specific start dates and registration deadlines? Will there be time for all Contractor employees to complete required training between contract award and start date?</p>	<p>a) Preservice training is 20 hours.</p> <p>b) Initial training would be scheduled to accommodate the Contractor's startup.</p> <p>c) The State will consider the contract award/start dates and plan training accordingly.</p>
<p>14 Is the yearly in-service training provided by the state or Contractor? How many hours per employee per year are required?</p>	<p>a) The Contract is self-explanatory on this point. The RFP says the Contractor shall institute refresher training whether they use their own materials or those of TDOC.</p> <p>b) Policy 110.01 Section VI.(A) mandates 20 hours pre-service training for contractors. Worksite orientation appropriate to Contract staff depending on their position may also be required and scheduled.</p>
<p>15 Are there specific hours which the Central Pharmacy will be prohibited from operating?</p>	<p>No.</p>
<p>16 If building modifications are needed, who pays for these modifications, TDOC or Contractor?</p>	<p>All modifications, from minor to significant, shall be approved by the Owner and all appropriate governing authorities. For modifications considered as improvements to the real property, this shall include approval by the State Building Commission.</p> <p>All costs associated with the approved modifications shall be the responsibility of the Contractor.</p>

QUESTION / COMMENT	STATE RESPONSE
	All work performed shall be executed via the sole authority of the Owner.
17 If building modifications are needed, who completes the modifications, TDOC maintenance staff or Contractor/Subcontractor?	<p>All modifications, from minor to significant, shall be approved by the Owner and all appropriate governing authorities. For modifications considered as improvements to the real property, this shall include approval by the State Building Commission.</p> <p>All costs associated with the approved modifications shall be the responsibility of the Contractor.</p> <p>All work performed shall be executed via the sole authority of the Owner.</p>
18 What are the specific types of patient education materials desired? Ex: HIV, Hep C, Hygiene, etc.	<p>Patient education applicable to chronic disease states, and as may be requested at the discretion of the Clinical Services Department.</p> <p>Patient care notes such as those included as Attachment D are also desired.</p>
19 Can we have a copy of your current Formulary?	See Attachment B
20 Which facilities have med rooms/clinics?	All facilities have med rooms or clinics.
21 Will all facilities require an E-Box?	Yes.
22 How many med carts are currently in use by each facility? Are these med carts the property of the current contractor or will they remain with the state?	There are 84 med carts across the state. These med carts belong to the Department and will be available for use by the successful bidder.
23 Will pharmacy staff be responsible for preparing purchase orders for daily medication purchases from MMCAP wholesaler or will TDOC accounting/purchasing be responsible?	The Contractor will be responsible for completing purchase orders in either paper or electronic forms provided by the State. State procurement staff will enter PO information into the State system.
24 Please define Packing machines: for example, packaging machines, heat sealers, and printers all play a part in the medication packing of a Blister Card process.	The TDOC recognizes that there may be multiple machines necessary to package medications; this one time purchase is to be approved by the TDOC Medical Director.
25 RFP Attachment 6.2, Section B.21: Will the State accept Reviewed Financial Statements performed by an independent accounting firm?	No.
26 A.6: Please clarify the number and	The Department initially would want a bi-weekly

QUESTION / COMMENT	STATE RESPONSE
frequency of required meetings for Contractor?	Operations Meeting with those Key Personnel until transitional phase is complete. Once the transitional phase is complete, the Department would require monthly meetings with Key Personnel. In addition, the Managing Pharmacist would be required to be at the Pharmacy and Therapeutics Committee meeting and Statewide Continuous Quality Improvement Committee meeting, each quarterly and ad hoc as determined by the TDOC as well as any additional meetings as requested by the Clinical Services Director.
27 A.9 pg. 4: Please define which interfaces will need to be tested?	All interfaces necessary for successful Contractor performance.
28 Will the Contractor be expected to purchase the packaging machines up front then charge back to TNDOC or will TNDOC purchase packaging machines directly? Reference: Contract pg 4 A.9 and Contract pg 10 A.21.c	The Contractor, as the subject matter expert, will select packaging machine(s), seek approval by the TDOC Medical Director and can expect to be reimbursed over the next 12 months up to \$200,000.
29 A.11.b: The contractor is expected to work with the State to access the 340b program. Under 340b laws, the inventory must be separated from non-340b inventory. Will the State pay for software to house this 340b inventory separately?	The State will defer to the Contractor on the selection of software. The cost of such software, however, will be the responsibility of the Contractor.
30 Contract, Pg. 5, A.12: In reference to order check-in barcode scanning, please clarify whether you mean scanning the daily received inventory at the TDOC Central Pharmacy into an inventory program or scanning at each Facility when they receive medications from TDOC Pharmacy? Will the State grant the Contractor the capability to interface with the State's MMCAP wholesaler?	<p>a) The Department intends that check-in barcode scanning occur both upon receipt at the TDOC Central Pharmacy daily, and upon receipt at each facility, for addition to inventory.</p> <p>b) No. Interfaces with MMCAP wholesaler is outside of the State's purview.</p>
31 Please clarify the conflicting times for delivery of the transition plan. Page 24 C.2 states a "detailed narrative of 60-day transition plan with timeline is due with the RFP bid" and Page 5 of the contract A.13 states the "start up and transition plan is due within one week of award of contract."	<p>A concept plan is required as part of the proposal. The plan should be a detailed narrative of a 60 day transition plan with a timeline as specified in RFP Attachment 6.2 Section C.4.</p> <p>The final transition plan will be due to the State within one week of the award of contract as specified in ProForma Contract section A.13.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>32 A.13.b.13: Do you expect daily counts of controlled substances at each facility, at the central pharmacy, or all?</p>	<p>Each facility does a count upon shift change; the contractor should have a controlled substance room and processes that allow for a central pharmacy count. The State is asking for the Proposer’s start-up plan to accomplish this.</p>
<p>33 A.14.c: Please provide any policies and procedures relating to communications, computer use, and acceptable use of internet and email and State Enterprises Security Policy.</p>	<p>TDOC’s policy is included as Attachment G to this Amendment.</p> <p>TDOC’s Information Systems Policy manual is included as Attachment H to this Amendment. It is currently under review for any need of update.</p> <p>The State of Tennessee’s Office of Information Resource security policy can be found at: http://oir.intranet.tn.gov/policy/policy-main#imp-policies</p>
<p>34 Section A.17.b.1: Please clarify the term Pharmacist In Charge. Are you using a TDOC definition or TN Board of Pharmacy definition? The duties expected of the PIC by the State may directly conflict with the TN Board of Pharmacy requirement in their daily time commitment to working on-site at the Central Pharmacy. Furthermore, TDOC has the PIC assuming the role of the Clinical Pharmacist. Clinical Pharmacy work is a distinctly different role than a TN Board of Pharmacy requirement. Board of Pharmacy PIC requirements are related to assuring Central Pharmacy is maintaining all required record keeping and staffing based upon TN Board of Pharmacy requirements. A Clinical Pharmacist is more involved in Clinical Consultations with providers, performing P&T meetings, and Formulary recommendations. Can Clinical Pharmacy work by the Contractor be a different person than the PIC?</p>	<p>Section 4 of this amendment revises Section A.17.b to make clear the State’s intent is consistent with the Board of Pharmacy rules. The section now reads as follows:</p> <p>A.17.b. Following are considered Key personnel and are required for this contract:</p> <p>A.17.b.1. A dedicated Pharmacist In-Charge that serves as the point of contact for this contract and will be responsible for and have the authority to resolve pharmacy services issues that affect multiple institutions.</p> <p>A.17.b.2. The clinical pharmacist provides consulting support in every aspect of the pharmacy services. Services must include advising prescribers on drug of choice, drug utilization, drug interactions, and research. This person shall participate on the Pharmacy and Therapeutics Committee, a subcommittee of the Statewide Continuous Quality Improvement Committee described hereinafter. This position shall work with the TDOC Medical Director/designee and the medical and mental health vendors on all matters related to provider prescribing practices, ordering utilization, and drug interaction education. This position must be based in Tennessee, with the actual location to be approved by the TDOC Director of Clinical Services/designee.</p> <p>A.17.b.3. A Pharmacy Operations Contract Manager that provides contractual oversight for the day-to-day operations of this contract. This position is also responsible for the management of the on-site TDOC Institutional Pharmacy. This position must be located in Tennessee.</p> <p>A.17.b.4. Pharmacist available by phone and/or other electronic means 24-hours a day, seven days per week to process requests for emergency</p>

QUESTION / COMMENT	STATE RESPONSE
	<p>medications, arrange for after hour dispensing, provide clinical pharmacy consultation and to minimize expense for back-up pharmacy services.</p>
<p>35 A.17.b.2: Does the Pharmacy Operations Contract Manager have to have an office at the TDOC Central Pharmacy or simply have an office within the state of Tennessee?</p>	<p>The RFP will stand as written. The successful proposer may include in their transition plan a specific location in Tennessee where the Pharmacy Operations Contractor Manager's office will be located for approval of Clinical Services.</p>
<p>36 A.17.h: Please clarify whether this is referring to all staff or simply the key personnel listed in A.17.b?</p>	<p>All Contractor staff at the pharmacy facility must be approved as specified in TDOC policy and procedures. Key personnel in leadership positions must be approved by Clinical Services.</p>
<p>37 A.17.d.6: Please clarify item A.17.d.6 as pharmacists do not have DEA Certificates, only pharmacies have DEA Certificates.</p>	<p>The Contractor is required to maintain pharmacy licensure. The Pharmacist must maintain Tennessee Pharmacist licensure. The reference to DEA Certificates has been removed.</p> <p>Section A.17.d.6. is being revised through Section 4 of this amendment and now reads as follows:</p> <p>d. The Contractor shall maintain and have accessible on-site and available for review by the State, credentialing information that includes, at a minimum, for pharmacists and any designated backups:</p> <ul style="list-style-type: none"> (1) Signed application and required background check (2) Verification of education, training, and work history (3) Professional references (4) Malpractice claims history (5) Current license to practice
<p>38 A.21.f: RFP shows that equipment over \$10k must have corresponding TDOC paperwork filled out and approval by TDOC. Is there any paperwork required for single purchases under \$10k but up to the \$200k allowance for equipment?</p>	<p>A.21.f. requires the Contractor to submit a request and justification in writing to the TDOC Medical Director and the Director of Clinical Services for equipment costing \$10,000 or more. Any such written request must be approved by the State.</p> <p>A(21)(c) states that the TDOC Medical Director must approve the purchase of the packaging machines.</p> <p>Single purchases of less than \$10,000 are to be made by the Contractor and become property of the state. The State will discuss such purchase documentation requirements with the best evaluated proposer at contract award.</p> <p>For purchases of less than \$10,000, no particular "TDOC paperwork" is specified in the ProForma</p>

QUESTION / COMMENT	STATE RESPONSE
	<p>contract and thus no particular “TDOC paperwork” is required. All purchases must be approved by the TDOC as specified in the ProForma Contract.</p>
<p>39 A.21.i: With regards to no direct connection of the Contractor’s equipment or software to the state network, does this exclude any site to site VPN configurations? Referring to Section A.34.h, without some sort of VPN network it would be impossible to meet this requirement. Furthermore, in order to meet the contractual obligations to interface with TOMIS, how do the Contractor’s restrictions to the TDOC network apply?</p>	<p>MIS provides secure VPN access to our system with vendors that we have contractual agreements; we also provide ENTRUST secured Personal Identification Number.</p>
<p>40 A.21.i: If there is no direct connection to Contractor’s computers to the state network, how will the OMS be synced to Pharmacy Information Software to ensure proper inmate locations and tracking inmate movements?</p>	<p>MIS does provide VPN access to our system (as stated above), in addition to the VPN the contractor would need to obtain DB2 Connect Enterprise Edition product (Office of Information Resources in conjunction with IBM) to access OMS inmate locations real time. IBM link to product: http://www-03.ibm.com/software/products/en/db2connect-ee See DB2 connect installation file included as attachment F.</p>
<p>41 Does TOMIS have HL7 interface capability?</p>	<p>TOMIS (Tennessee Offender Management Information System) does not currently support HL7 capabilities, however, the TOMIS system could be formatted to HL7 message segment standards with appropriate vendor provided / third party coding. This would need to be accomplished at the vendors expense.</p>
<p>42 A.22.u: Can you please provide Policy 113.70 Management of Pharmaceuticals for Contractor to review?</p>	<p>Please see Attachment C to this Amendment. This policy is currently under review for any need of update. A copy of the policy will be provided to the Contractor when the agency review is complete.</p>
<p>43 A.23.c: How will credit be issued to TNDOC for stock meds about to expire since the state is paying for the medications and the wholesaler will not give credit for repackaged medications? There would be no credit available to give.</p>	<p>The Contractor will be responsible for accounting for stock medications and rotating stock medications out of stock. The Contractor will be responsible for reporting expiration dates to the State and managing utilization within timeframes and insuring minimal waste of medications due to expiration.</p> <p>The reference to full credit has been removed. The section is being revised by Section 5 of this amendment and now reads as follows:</p> <p>A.23.c. The contractor shall require that when stock is depleted an accounting of medication units dispensed be returned to the pharmacy for</p>

QUESTION / COMMENT	STATE RESPONSE
	<p>reconciliation of doses ordered. The Contractor shall monitor the expiration dates of the stock starter drugs on a monthly basis and notify the Department of any drugs set to expire within four months of the monthly inspection date. If those stock starter drugs are not used in the month following this notice, the Contractor will immediately replace those drugs with a fresh equivalent stock prior to the expiration of the drugs. In the event that the Contractor does not notify the Department of any recorded stock starter drugs set to expire, as required in these monthly inspections, and those drugs are returned to the Department after their expiration date, the Contractor will fully reimburse the Department for the cost of those specific drugs, notwithstanding their expired status, or provide equivalent replacement at no cost to the Department.</p>
<p>44 Please clarify whether the expectation is for a pharmacist to make quarterly visits to all institutions (referred to in Contract pg. 20 A.32.a.6) or monthly visits to all institutions (referred to in Contract pg. 26 A.38.g).</p>	<p>Both are required as they serve different purposes.</p>
<p>45 A.25.b: Who is responsible for supplying the actual medication mobile crash cart, TDOC or Contractor?</p>	<p>Crash Carts are available for the Contractors use. If the Contractor determines a cart at a particular location is inadequate, it is the Contractors responsibility to supply a mobile crash cart. Please refer to ProForma Contract Section A.21.</p>
<p>46 In reference to A.34.h requires the contractor to provide remote access to their database. Is this requirement for direct access to contractor database(s)? What is meant by Utilization Management authorization numbers?</p>	<p>TDOC requires direct access to the Contractor's database specific to TDOC pharmacy utilization information.</p> <p>ProForma Contract Section A.34.h.3. is being revised by Section 6 of this Amendment. The sentence has been changed to clarify the State's intent and now reads as follows:</p> <p>A.34.h.3. Utilization Management reports in a manner and via secure connectivity method approved by State Contractor's offender eligibility database.</p> <p>Utilization Management reports include but are not limited to data on the total number of orders, the number of inmates on prescription medications, the percentage of inmates on prescription medications, and the number of prescriptions per inmate.</p>
<p>47 A.40.j: Will the contractor have access to the TDOC Security Electronics data-</p>	<p>No. TDOC will make any reasonable accommodation to</p>

QUESTION / COMMENT	STATE RESPONSE
<p>room or location where physical data circuits may be installed at any of the facilities covered in the RFP? If not, will the contractor be responsible for installing appropriate conduit into the building to secure needed circuits? Possible TDOC escorted access?</p>	<p>install any necessary conduit subject to the approval of the State's Medical Director.</p>
<p>48 Will TDOC provide Contractor with a blueprint layout of the pharmacy building to include electrical outlets and data ports?</p>	<p>Blueprints will be provided to the best evaluated proposer upon contract award.</p>
<p>49 Please clarify all Ship-To Addresses.</p>	<p>Please refer to Institution street addresses as included in RFP Attachment 4</p>
<p>50 Please clarify the number of computers that will be needed at all facilities. Is each facility counted separately or will one computer cover neighboring facilities? Ex: Northwest Correctional Complex Site 1 and Site 2 would each need their own computer for order entry or they would share a computer?</p>	<p>The Contractor will need to determine where computers need to be placed in order to operate efficiently in every location. A facility annex is considered a location for operational purposes.</p>
<p>51 Should additional equipment/software be needed, will TDOC be responsible for the cost? Ex: More than one computer at each facility may be needed dependent upon number of providers entering orders and volume of prescriptions placed at each facility.</p>	<p>The contract is self-explanatory on this point.</p>
<p>52 Item (d) states that all information system costs are the responsibility of the contractor. Do these costs include the purchase of an interface should TDOC acquire an EHR/EMR during the contract term?</p>	<p>Yes.</p>
<p>53 Can the implementation deadline be extended for situations out of Contractor's control? Ex: TN Board of Pharmacy Licensing delays, DEA licensing delays, scheduling installation of phone lines and internet data lines?</p>	<p>The State has a specific deadline for implementation and does not anticipate any extensions.</p>
<p>54 Are OTC medications for commissary provided by TDOC Pharmacy? If not,</p>	<p>OTC medications are stocked in commissary for purchase by inmates under a separate state contract.</p>

QUESTION / COMMENT	STATE RESPONSE
where do they come from?	
55 Will it be required to ship discharge/transfer medications to private CCA Facilities when inmates are transferred to such facilities? How many moves monthly occur from TDOC Facilities to CCA Facilities?	<p>No. The Contractor will not be required to ship discharge/transfer medications to inmates being transferred to CCA facilities.</p> <p>The number of inmate moves each month from TDOC facilities to CCA facilities is beyond the scope of the proposed contract.</p>
56 Is the State expecting a Perpetual Inventory? If so, how often does the state require a physical inventory of medications? Who (State or Contractor) will be responsible for the expense of physical inventory? What is the State's allowable tolerance for variance in inventory? For example, industry standards allow for 5- 10% variance to allow for spoilage, expired medications, manufacturer shortages, etc.	<p>The State is expecting a Perpetual Inventory.</p> <p>The State expects a physical inventory no less than monthly.</p> <p>The Contractor is responsible for the cost of the physical inventory.</p> <p>TDOC's allowable tolerance is zero.</p> <p>Because correctional pharmacy services differ substantially from pharmacy service outside correctional facilities, TDOC feels that a 5-10 percent variance is too high.</p> <p>The risk of pharmaceutical products making their way into the hands of inmates for potential illicit use is too high for the Department.</p>
57 Will the State allow Contractor to place orders for medication under their MMCAP contract? If not, what would the procedure be for ordering daily medications from wholesaler?	<p>The State's contract with MMCAP does not permit the Contractor to purchase medication. Please refer to the State's Response to Question # 23.</p>
58 For each individual facility covered under this solicitation, what is the average daily inmate population per month for the past 12 months?	<p>Please See the State's Response to Question #8</p>
59 For each individual facility covered under this solicitation, what is the average number of prescriptions filled per month for the past 12 months?	<p>Please See the State's Response to Question #9</p>
60 How many medications (or percentage of medications) are dispensed as stock at each facility that is covered under this solicitation?	<p>The number of stock medications dispensed at each facility is fluid, and is determined by committee. The Contractor will be included as part of the committee making that determination.</p>
61 How many days' worth of medication (7, 14, 30 days) is typically dispensed for routine orders? Do you intend to keep this the same?	<p>90 days' worth of medication is dispensed for routine orders.</p>
62 What is the current dispensing fee per prescription?	<p>The current Drug Dispensing Handling Fee is \$3.75 per prescription.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>63 Do any facilities covered under this solicitation currently have a: State pharmacy license? Clinic license? DEA registration?</p>	<p>Yes. Every site has a DEA registration. Every site has a controlled Substance registration The State will provide copies of all existing licenses at contract award.</p>
<p>64 Regarding medication delivery, will medications be shipped/delivered to one address/location at each facility? Or, will you require daily medication shipments to several locations within each facility?</p>	<p>There will be a central receiving point at each facility.</p>
<p>65 Regarding medication carts: Is there a need to provide medication carts? Are the current carts the property of the TDOC? Are the carts able to be purchased from the current provider or the TDOC? Are new carts required? How many carts do you need?</p>	<p>There may be a need to provide medication carts depending on the condition of the cart at each location. There are 84 med carts in TDOC facilities that belong to TDOC and will be available for use by the successful proposer. TDOC and successful bidder will assess the needs upon award of the contract. Carts already on site and in satisfactory condition for use will remain the property of TDOC but will remain available for Contractor use. New carts may be required depending on the condition of the cart at each location. It is unknown at this time how many new carts are needed. Please revisit Section A. 21 of the ProForma Contract.</p>
<p>66 Section “5.2 Evaluation Process,” item “5.2.3.3. Cost Negotiations” (page 16 of the RFP package) indicates that the state may conduct targeted pricing negotiations regarding the solicitation. Does the state have in mind an anticipated target (relative to the dispensing fee per prescription) of what the state would consider reasonable for the services requested in the RFP?</p>	<p>Negotiations may be conducted by Central Procurement after cost proposals have been opened. It is premature to provide an anticipated target at this time.</p>
<p>67 “RFP Attachment 6.2 – Section C,” item C.4.a (page 26 of the RFP package) requires a “60-day Transition</p>	<p>The vendor’s management information system includes all inmate prescription and allergy data. The present vendor is required, pursuant to its contract, to furnish to the successor its TDOC-specific</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Plan.”</p> <p>Will the current pharmacy vendor provide the successful bidder with an electronic file transfer (in standard file type) of all inmate prescription and allergy data that can be imported into the successful bidder’s pharmacy database?</p>	<p>databases.</p>
<p>68 Regarding section “A.6 Attendance Required at Meetings” (page 4 of the sample contract, page 39 of the RFP package):</p> <p>What is the current frequency of meetings (# times per year)?</p> <p>Do the requirements of this section apply to state-level meetings?</p> <p>Do the requirements of this section also apply to individual facility-level meetings?</p>	<p>Please see the State’s response to Question #26.</p>
<p>69 Section “A.21 Equipment and Supplies,” item i (page 11 of the sample contract, page 46 of the RFP package) requires all communication lines and T1 lines to be at the expense of the contractor. In the correctional pharmacy industry, a pharmacy contractor typically is not responsible for providing telephone hardware, installing lines, and providing phone/internet access. As these items are part of facility infrastructure, related expenses typically are incurred by facilities. Further, the physical layout of each facility covered under the agreement is unclear from the information provided, and the blueprints for each facility likely are confidential and not open to review due to security concerns. This information is necessary, however, for projecting costs of material and labor to accomplish the provision of the required communication lines. Without a tour of each facility, a contractor cannot know outside access points and internal destination points.</p>	<p>The Contractor would be responsible for any required phone service from the local service provider to the facility <i>demarcation point</i>, located in the Administration building. The state utilizes an in-house IPT phone system which the contractor would not use. At any of the state owned prisons, the Department of Correction will provide copper lines from the facility telephone demarcation point to any of the medical buildings. Faxes or individual phone sets (the physical phones) would be provided by the contractor.</p> <p>The Contractor would be responsible for all required data communication lines from the data provider to the facility <i>demarcation point</i>. At the DeBerry Special Needs Facility central pharmacy, the Department of Correction has provided multi-mode fiber to extend service from the demarcation point to the central pharmacy. Fiber could be similarly provided at other state owned prisons if the Contractor elects to establish data service independent of the state’s system to connect client computers to the central pharmacy. The Contractor may elect to use VPNs to connect the client computers to the central pharmacy. Any computer connected to any vendor network must be configured in accordance with state regulations by the state IT staff.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Projecting these costs would be very difficult, especially if access conduit is not currently in place and if extensive drilling is required through steel and concrete.</p> <p>Please clarify this requirement.</p> <p>Prior to the proposal submittal deadline, can the TDOC Director of Technology provide an estimate of these costs?</p>	
<p>70 Section “A.22 Delivery of On-Site TDOC Institutional Pharmacy Operations,” item g (page 13 of the sample contract, page 48 of the RFP package) indicates that the contractor is to supply prescription medications and other items listed in this section. However, section A.3 (page 1 of the sample contract, page 36 of the RFP package) states, “The State will purchase and receive bulk medications via membership in the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP).”</p> <p>Please clarify how the medications will be supplied/provided and who is responsible.</p>	<p>A.(22) is referring to the packaged medications that the contractor is preparing for distribution to TDOC institutions; A(3) is referring to the acquisition of the product by the state that the contractor will prepare for distribution.</p> <p>The State will purchase and receive bulk medications via membership in the MMCAP.</p>
<p>71 Section “A.22 Delivery of On-Site TDOC Institutional Pharmacy Operations,” item h (page 13 of sample contract, page 48 of the RFP package) states, “The Contractor shall coordinate with the medical vendor to provide the best pricing for all drugs and biological supplies for the provision of renal dialysis and oncology services.”</p> <p>Are these items currently not available through the state MMCAP agreement?</p> <p>Is the cost of these medications the responsibility of the pharmacy provider or the state?</p>	<p>2-part answer, a. and b.</p> <p>a. Some drugs for the provision of Oncology and Renal services are available through the MMCAP Wholesaler agreement. The MMCAP Wholesaler agreement is designed for routine, bulk pharmaceutical purchases.</p> <p>b. Drugs for the provision of Oncology and Renal services that include Specialty and Compounding services are the responsibility of the Contractor. Refer to pg. 4 of the RFP, Section A.9., d</p> <p>Contractor’s Performance Duties, Generally:</p>

QUESTION / COMMENT	STATE RESPONSE
<p>72 Section "A.22 Delivery of On-Site TDOC Institutional Pharmacy Operations," item e.4 (page 13 of the sample contract, page 48 of the RFP package) requires a contractor to comply with pedigree laws in the provision of stock medications.</p> <p>So the awarded contractor can provide pedigree paperwork for stock medications, does your current wholesaler (that distributes medications under your MMCAP agreement) provide paper or electronic pedigree documentation?</p>	<p>Both. The Wholesaler required elements will be on the invoice that accompanies each order. Customers will also have access to the invoice with the transaction statement on the Wholesaler's web portal.</p>
<p>73 Section A.23, item c (page 16 of the sample contract, page 50 of the RFP package) and A.25.b (page 17 of the sample contract, page 52 of the RFP package) indicates that the contractor will replenish stock items and provide a credit for returned items.</p> <p>If the medications are supplied under the state MMCAP agreement, the intent of this section (for the contractor to issue credit) is unclear. Please clarify.</p>	<p>Both provisions are to ensure that the contractor notifies the state within a specified time that drugs are about to expire during their monthly site visits.</p>
<p>74 Section A.30, item a (page 19 of the sample contract, page 54 of the RFP package) states, "The Contractor's clinical pharmacist shall attend such Patient Care conferences as requested."</p> <p>How many patient care conferences per facility per month has the pharmacist attended in the past 12 months?</p>	<p>Please refer to the State's response to Question 26.</p> <p>Please also understand that the proposed contract differs from the State's current contract. Historical data on patient care would not be relevant.</p> <p>The successful proposer should be prepared to attend conferences and meetings as frequently and often as necessary to insure successful contract performance.</p>
<p>75 Section A.32, item a.6 (page 20 of the sample contract, page 54 of the RFP package) requires quarterly inspections, but section A.38, item g (page 25 of the sample contract, page 60 of the RFP package) requires</p>	<p>Please see State's Response to Question #44.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>monthly facility inspections.</p> <p>Please clarify the frequency of the inspections.</p> <p>Does the state have different requirements for the inspections cited in these sections of the RFP?</p>	
<p>76 Section "C. Payment Terms and Conditions" (beginning on page 27 of the sample contract, page 62 of the RFP package) indicates that compensation must be based on a dispensing fee per prescription that will likely vary from month to month based on the medical vendor's prescribing habits. Yet, the pharmacy contractor will have substantial fixed costs that must be met each month and that possibly would not be covered if the prescription volume unexpectedly drops, even modestly.</p> <p>Since medications will be provided under the MMCAP agreement and are not the responsibility of the contractor, would the state consider a fixed-rate agreement per month of all non-pass-through costs that have been outlined in the RFP?</p>	<p>No.</p>
<p>77 Although the RFP clearly indicates the desire for an on-site pharmacy to be maintained at the Lois M. DeBerry Special Needs Facility (DSNF)...</p> <p>Can off-site data entry technicians be utilized?</p> <p>Can off-site pharmacists be utilized if they have a Tennessee license?</p>	<p>The RFP stands as written as it clearly articulates State requirements.</p> <p>Off-site data entry technicians are not acceptable.</p> <p>Off-site pharmacists are not acceptable.</p>
<p>78 Will there be an opportunity to ask more questions in the event responses are unclear?</p>	<p>The State did not anticipate an additional round of questions and responses due to a tight timeframe and rapidly approaching contract start date. The State reserves the right, however, to further revise the RFP schedule of events if deemed in the State's best interest.</p>

3. Delete RFP Attachment 6.6 B. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

B. TERM OF CONTRACT:

This Contract shall be effective on 08/29/2015 ("Effective Date") and extend for a period of 60 months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

4. Delete RFP Attachment 6.6 Section A.17.b. in its entirety and replace with the following:

A.17.b. Following are considered Key personnel and are required for this contract:

A.17.b.1. A dedicated Pharmacist In-Charge that serves as the point of contact for this contract and will be responsible for and have the authority to resolve pharmacy services issues that affect multiple institutions.

A.17.b.2. The clinical pharmacist provides consulting support in every aspect of the pharmacy services. Services must include advising prescribers on drug of choice, drug utilization, drug interactions, and research. This person shall participate on the Pharmacy and Therapeutics Committee, a subcommittee of the Statewide Continuous Quality Improvement Committee described hereinafter. This position shall work with the TDOC Medical Director/designee and the medical and mental health vendors on all matters related to provider prescribing practices, ordering utilization, and drug interaction education. This position must be based in Tennessee, with the actual location to be approved by the TDOC Director of Clinical Services/designee.

A.17.b.3. A Pharmacy Operations Contract Manager that provides contractual oversight for the day-to-day operations of this contract. This position is also responsible for the management of the on-site TDOC Institutional Pharmacy. This position must be located in Tennessee.

A.17.b.4. Pharmacist available by phone and/or other electronic means 24-hours a day, seven days per week to process requests for emergency medications, arrange for after hour dispensing, provide clinical pharmacy consultation and to minimize expense for back-up pharmacy services.

5. Delete RFP Attachment 6.6 Section A.17.d. in its entirety and replace with the following:

d. The Contractor shall maintain and have accessible on-site and available for review by the State, credentialing information that includes, at a minimum, for pharmacists and any designated backups:

- (1) Signed application and required background check
- (2) Verification of education, training, and work history
- (3) Professional references
- (4) Malpractice claims history
- (5) Current license to practice

6. Delete RFP Attachment 6.6 Section A.23.c. in its entirety and replace with the following:

A.23.c. The contractor shall require that when stock is depleted an accounting of medication units dispensed be returned to the pharmacy for reconciliation of doses ordered. The Contractor shall monitor the expiration dates of the stock starter drugs on a monthly basis and notify the Department of any drugs set to expire within four months of the monthly inspection date. If those stock starter drugs are not used in the month following this notice, the Contractor will immediately replace those drugs with a fresh equivalent stock prior to the expiration of the drugs. In the event that the Contractor does not notify the Department of any recorded stock starter drugs set to expire, as required in these monthly inspections, and those drugs are returned to the Department after their expiration date, the Contractor will fully reimburse the Department for the cost of those specific drugs, notwithstanding their expired status, or provide equivalent replacement at no cost to the Department.

7. Delete RFP Attachment 6.6 Section A.34.h.3 in its entirety and insert the following in its place:

A.34.h.3. Utilization Management reports in a manner and via secure connectivity method approved by State Contractor's offender eligibility database.

8. **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 Corrections

REQUEST FOR PROPOSALS # 32901-14100
AMENDMENT # 4
FOR GOODS OR OPERATION OF PHARMACY AND
PRESCRIPTION FILLING SERVICES

DATE: **04/24/2015**

RFP # **32901-14100** 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
1. RFP Issued		03/27/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04/01/2015
3. Pre-response Conference	10:00 a.m.	04/02/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	04/06/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	04/09/2015
6. State Response to Written "Questions & Comments"		04/28/2015
7. Response Deadline	2:00 p.m.	05/05/2015
8. State Completion of Technical Response Evaluations		05/12/2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	05/15/2015
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	05/22/2015
11. End of Open File Period		06/01/2015
12. State sends contract to Contractor for signature		06/02/2015
13. Contractor Signature Deadline	2:00 p.m.	06/11/2015

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.



REQUEST FOR PROPOSALS # 32901-14100
AMENDMENT # 3
FOR GOODS OR OPERATION OF PHARMACY AND
PRESCRIPTION FILLING SERVICES

DATE: **04/21/2015**

RFP # **32901-14100** 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
1. RFP Issued		03/27/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04/01/2015
3. Pre-response Conference	10:00 a.m.	04/02/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	04/06/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	04/09/2015
6. State Response to Written "Questions & Comments"		04/24/2015
7. Response Deadline	2:00 p.m.	05/01/2015
8. State Completion of Technical Response Evaluations		05/08/2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	05/11/2015
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	05/18/2015
11. End of Open File Period		05/26/2015
12. State sends contract to Contractor for signature		05/27/2015
13. Contractor Signature Deadline	2:00 p.m.	06/04/2015

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 Corrections

REQUEST FOR PROPOSALS # 32901-14100
AMENDMENT # 2
FOR GOODS OR OPERATION OF PHARMACY AND
PRESCRIPTION FILLING SERVICES

DATE: **04/16/2015**

RFP # **32901-14100** 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
1. RFP Issued		03/27/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04/01/2015
3. Pre-response Conference	10:00 a.m.	04/02/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	04/06/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	04/09/2015
6. State Response to Written "Questions & Comments"		04/21/2015
7. Response Deadline	2:00 p.m.	04/28/2015
8. State Completion of Technical Response Evaluations		05/05/2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	05/06/2015
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	05/12/2015
11. End of Open File Period		05/19/2015
12. State sends contract to Contractor for signature		05/20/2015
13. Contractor Signature Deadline	2:00 p.m.	05/28/2015

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 Corrections

**REQUEST FOR PROPOSALS # 32901-14100
AMENDMENT # 1
FOR GOODS OR OPERATION OF PHARMACY AND
PRESCRIPTION FILLING SERVICES**

DATE: 04/14/2015

RFP # 32901-14100 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
1. RFP Issued		03/27/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04/01/2015
3. Pre-response Conference	10:00 a.m.	04/02/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	04/06/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	04/09/2015
6. State Response to Written "Questions & Comments"		04/16/2015
7. Response Deadline	2:00 p.m.	04/23/2015
8. State Completion of Technical Response Evaluations		04/30/2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	05/01/2015
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	05/06/2015
11. End of Open File Period		05/13/2015
12. State sends contract to Contractor for signature		05/14/2015
13. Contractor Signature Deadline	2:00 p.m.	05/22/2015

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
OPERATION OF PHARMACY
AND
PRESCRIPTION FILLING SERVICES

RFP # 32901-14100

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 (Separate Spreadsheet)
- 6.4. Reference Questionnaire
- 6.5. Score Summary Matrix
- 6.6. *Pro Forma* Contract
 - Attachment 1 – Attestation Re Personnel Used in Contract Performance
 - Attachment 2 – Performance Measures and Summary Liquidated Damages
 - Attachment 3 – Facility Locations and Map
 - Attachment 4 – Facilities and Addresses
 - Attachment 5 – Lois M. DeBerry Special Needs Facility
 - Pharmacy Site and Floor Plan – Building 12
 - Attachment 6 – Diversity Letter of Commitment

1. INTRODUCTION

The State of 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

This pharmacy services module is one component of the overall inmate health services program within the Department. The Contractor shall operate the TDOC Pharmacy located at the Lois M. DeBerry Special Needs Facility (SPND), and shall provide all pharmaceutical packaging, delivery, pharmacy services, and staff related to the prescription filling services module of the inmate health care program.

Successful coordination with the other Healthcare, and Mental Healthcare Contractors, including the open exchange of information is of paramount concern to the Department. The multi-disciplinary services system for the delivery of inmate health care represented by this RFP together with the simultaneous modules requires collaboration between various vendors, sub-contractors, and department personnel overseeing the contracts. In order to meet the total health care needs of the individual and inmate population in a timely, safe, and holistic manner, collegial relationships are to be fostered and maintained throughout the duration of the contract. It is expected that contractors shall share information openly and without reservation with the department health care management to ensure the TDOC is aware of any and all positive progress as well as any adverse situations that may arise throughout the term of the Contract. Staff of all awarded contractors should expect to speak openly with department representatives without filter or fear of retribution.

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

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

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

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 32901-14100

- 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:

MATT BRIMM
CENTRAL PROCUREMENT OFFICE
3RD FLOOR WILLIAM M. SNODGRASS TENNESSEE TOWER
312 ROSA L. PARKS AVENUE
NASHVILLE, TENNESSEE 37243
TELEPHONE: (615) 741-3044
E-MAIL ADDRESS: Matt.brimm@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
NASHVILLE, TENNESSEE 37243-0465
TELEPHONE: (615) 253-8155
E-MAIL ADDRESS: 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 – Notice of Intent to Propose, and Section 2 – Schedule of Events).
- 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:

LOIS M. DEBERRY SPECIAL NEEDS FACILITY (DSNF)
7575 COCKRILL BEND BLVD.
NASHVILLE, TN 37243-0469

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. **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		03/27/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	04/01/2015
3. Pre-response Conference	10:00 a.m.	04/02/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	04/06/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	04/09/2015
6. State Response to Written "Questions & Comments"		04/14/2015
7. Response Deadline	2:00 p.m.	04/21/2015
8. State Completion of Technical Response Evaluations		04/28/2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	04/29/2015
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	05/04/2015
11. End of Open File Period		05/11/2015
12. State sends contract to Contractor for signature		05/12/2015
13. Performance Bond Deadline	4:30 p.m.	05/14/2015
14. Contractor Signature Deadline	2:00 p.m.	05/20/2015

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 # 32901-14100 TECHNICAL RESPONSE ORIGINAL”

and SIX (6) 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 # 32901-14100 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 # 32901-14100 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 # 32901-14100 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 # 32901-14100 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 # 32901-14100 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 # 32901-14100 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:

MATT BRIMM
SOURCING ACCOUNT CONTRACT SPECIALIST
FOR THE TENNESSEE DEPARTMENT OF CORRECTION
CENTRAL PROCUREMENT OFFICE
3RD FLOOR WILLIAM M. SNODGRASS TENNESSEE TOWER
312 ROSA L. PARKS AVENUE
NASHVILLE, TENNESSEE 37243
TELEPHONE: (615) 741-3044
E-MAIL ADDRESS: Matt.brimm@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 not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	30
Cost Proposal (refer to RFP Attachment 6.3.)	60

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.
 - 5.2.3.5. **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 # 32901-14100 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 must attach evidence showing the individual’s authority to bind the Respondent.

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

**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., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a 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 (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	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	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	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 <i>nolo contendere</i> 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.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>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:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> 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.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u> ▪ three (3) completed projects. <p>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 <u>must</u> 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.</p> <p>The Respondent will be <u>solely</u> 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.</p> <p>(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.</p> <p>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(c) Instruct the person that will provide a reference for the Respondent to:</p> <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope 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). <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ 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 <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (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 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) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and <p>has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B.19.	<p>Proposer must provide a history of litigation, including any awards or settlements paid by Contractor within the last five (5) years.</p>
	B.20.	<p>A Proposer shall have, within the last three (3) years of proposal submission, the following:</p> <ul style="list-style-type: none"> (a) Five (5) years of experience in the provision of pharmaceutical drugs and supplies to a correctional population in a correctional facility, including operation of a pharmacy and distribution system which requires packaging of medications for distribution to an inmate population (labeled with identification of the drug, amount, and the administering instructions); (b) Provided services to multiple correction institutional locations combined population of 5,000

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		inmates for all locations
	B.21.	<p>Provide the Proposer’s most recent independent audited financial statements. Said independent audited financial statements must:</p> <p>(1) reflect an audit period for a fiscal year ended within the last 36 months</p> <p>(2) be prepared with all monetary amounts detailed in United States currency;</p> <p>(3) be prepared under United States Generally Accepted Accounting Principles (US GAAP);</p> <p>(4) include: the auditor’s opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(5) be deemed, in the sole discretion of the C.P.A. employed by the State and charged with the financial document review, to reflect sufficient financial stability to undertake the subject agreement with the State.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted. <input type="checkbox"/> All persons, agencies, firms, or other entities that provide opinions regarding the Proposer’s financial status must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 10)</p>
<p><i>State Use – Evaluator Identification:</i></p>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		20	
	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.		5	
	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.		5	
	C.4.	<p>a. Transition Plan: The proposer must provide a detailed narrative of its 60-day Transition Plan as listed in section A.13. 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 meet timely performance expectations.</p> <p>b. Provide a narrative that illustrates how the Proposer will complete the scope of services, and accomplish required objectives illustrated in Section A.</p>		20	
	C.5.	<p>a. Work Plan: The Proposer must provide a Work Plan that describes its approach for accomplishing the work, outlined in the pro forma contract, Scope of Services, Section A. The Proposer must provide specific details and work products to show how it will support the Central Pharmacy at DSNF, and statewide operations, yet address the specific needs of each institution.</p> <p>b. 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 as illustrated in Section A.34. Work Plans in narrative format may include photos, graphs, charts, and other</p>		20	
				10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		visual aids to assist in the description. c. The Proposer shall include its plan for staffing pharmacy services to support the needs of each State Manage facilities and Central Pharmacy at DSNF. The proposal shall include at a minimum the Minimum Staffing Requirements listed in Section A.17.		10	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 30 <i>(maximum possible score)</i>	= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

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 the entire scope of service including all 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 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 Proposer.

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 proposing entity 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 proposing entity.

PROPOSER SIGNATURE:								
PRINTED NAME & TITLE:								
DATE:								
PROPOSER LEGAL ENTITY NAME:								
Cost Item Description	Contract Yr. 1	Contract Yr. 2	Contract Yr. 3	Contract Yr. 4	Contract Yr. 5	Average Dispensing Fee	State Use Only	
							Evaluation Factor	Evaluation Cost (cost x factor)
DRUG DISPENSING HANDLING FEE ¹	\$ / per prescription filled	\$ /per prescription filled	\$ / per prescription filled	2,650,000				
<p>EVALUATION COST AMOUNT (The Evaluation Cost will be determined by multiplying the Average Unit Cost by the Evaluation Factor): The RFP 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.</p>								
<p>lowest evaluation cost amount from <u>all</u> proposals</p>						<p>x 60 (maximum section score)</p>		<p>= SCORE:</p>
<p>evaluation cost amount being evaluated</p>								
							<p><i>State Use – RFP Coordinator Signature, Printed Name & Date:</i></p>	

¹ The Dispensing Handling Fee shall include:

1. Service Fee per Prescription: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes.

RFP ATTACHMENT 6.4.

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 # 32901-14100 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?

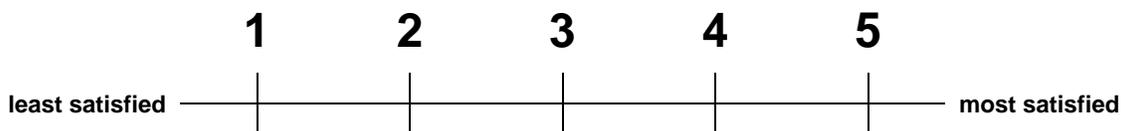
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

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.

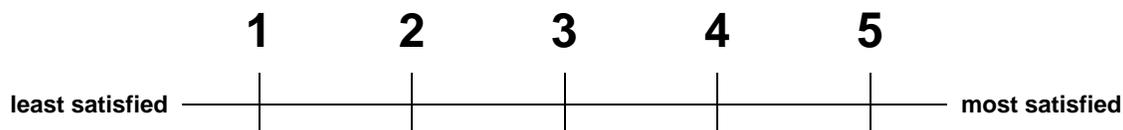


RFP # 32901-14100 REFERENCE QUESTIONNAIRE — PAGE 2

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.



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

RFP # 32901-14100 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

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 60)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 32901-14100 *PRO FORMA* CONTRACT

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



CONTRACT

(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		
Contractor Legal Entity Name			Edison Vendor ID		
Goods or Services Caption (one line only)					
Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					
<p>Contractor Ownership Characteristics:</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American</p> <p><input type="checkbox"/> Woman Business Enterprise (WBE)</p> <p><input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> Other:</p>					
<p>Selection Method & Process Summary (mark the correct response to confirm the associated summary)</p> <p><input type="checkbox"/> Competitive Selection Describe the competitive selection process used</p> <p><input type="checkbox"/> Other Describe the selection process used and submit a Special Contract Request</p>					
<p>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.</p>					
Speed Chart (optional)		Account Code (optional)			

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

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

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall operate the TDOC Pharmacy located at the Lois M. DeBerry Special Needs Facility (SPND) to provide prescription filling services to inmates incarcerated within the following state correctional facilities, as more fully defined in Attachment Three- DOC Facility Locations and Map, and Attachment Four-TDOC Facilities and Addresses:
- a. Bledsoe County Correctional Complex (BCCX) Site #1 and Site #2
 - b. Chattanooga Release Center (CRC)
 - c. Charles B. Bass Correctional Complex – (CBCX)
 - d. Lois M. DeBerry Special Needs Facility (DSNF)
 - e. Mark H. Luttrell Correctional Center (MLCC)
 - f. Morgan County Regional Correctional Complex (MCCX)
 - g. Northeast Correctional Complex (NECX) Main, includes Northeast Correctional Complex (NECX) Annex
 - h. Northwest Correctional Complex (NWCX) Site #1 and Site #2
 - i. Riverbend Maximum Security Institution (RMSI)
 - j. Tennessee Prison for Women (TPW)
 - k. Turney Center Industrial Complex-Site 1 (TCIX) located in Hickman County Includes Turney Center Industrial Complex-Annex (TCIX) located in Wayne County
 - l. West Tennessee State Penitentiary (WTSP) Site #2, and Site #3
- A.3. The State will purchase and receive bulk medications via membership in the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP). The pharmacy staff will repackage the medications in individual unit dose preparations, to include blister cards, and dispense them from the TDOC pharmacy as outlined in this contract.

The exception shall be the Over-the Counter (OTC) medications stocked for purchase by inmates in the institutional commissaries for self-care as defined by TDOC Policy #113.70. These medications will be made available for purchase by the inmate from the state.

A.4. **DEFINITIONS**

The Tennessee Department of Correction (TDOC) may be referred to hereinafter, interchangeable as “the Department”, “The TDOC,” or “the State”. Other words or phrases used in this Contract are as defined below:

- a. “Go Live” date: Date contractor assumes all responsibility as outlined in this contract.
- b. ACA Standards: The Standards for Adults Correctional Institutions, Fourth Edition, as the same may be modified, amended, or supplemented now or in the future, published by ACA
- c. American Correctional Association (ACA): Accrediting body for TDOC
- d. Central Pharmacy: The state provided pharmacy operations facility.
- e. Computerized Physician Order Entry (CPOE): Electronic process of entering medication orders by prescribers.
- f. Continuous Quality Improvement (CQI) Committee: A committee that reviews processes, practices, and clinical outcomes in TDOC.
- g. Contract – the Document, together with all written attachments, appendices, exhibits, amendments and modifications and incorporating by reference herein, (1) the Request for Proposals, including exhibits and amendments; and (2) the proposal, including amendments and/or written clarifications.
- h. Contractor: The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
- i. Department: The Tennessee Department of Correction (TDOC).
- j. Drug Enforcement Administration (DEA): Enforces the controlled substances laws and regulations of the United States, committed to reducing the demand for drugs.
- k. Electronic Medication Administration Record (eMAR): The electronic version of the Medication Administration Record (MAR)
- l. HIV/AIDS: Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome: A chronic, potentially life-threatening condition, with damaging the immune system and interferes with the body’s ability to fight organisms that cause disease.
- m. Inmate: Any male or female offender sentenced, and assigned to the TDOC.
- n. Keep On Person (KOP): Medication an inmate keeps in his/her position.
- o. Medical Director: A physician in charge of all medical services in TDOC.
- p. Medical Vendor: Vendor providing comprehensive medical services at TDOC
- q. Medication Administration Record (MAR): A report that serves as a legal record of the drugs administered to a patient at a facility by a health care professional. Commonly referred to as drug charts.

r. Mental Health Services Vendor: Vendor providing comprehensive mental health services at TDOC.

s. Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP): The group purchasing organization for pharmacy, operated and managed by the State of Minnesota's Department of Administration for government healthcare facilities.

t. On-Site Director of TDOC Institutional Pharmacy: Pharmacist vendor in charge of all drug dispensing operations for the pharmacy.

u. Over the Counter (OTC) Medications: Drugs available without a prescription from a healthcare professional.

v. Pharmacist In-Charge: Licensed pharmacist assigned to manage the operations of the pharmacy.

w. Pharmacist: A person who is professionally qualified to prepare and dispense medicinal drugs. For purposes of this Contract, licensed as a pharmacist in the State of Tennessee.

x. PREA: Federal Prison Rape Elimination Act: Federal law, providing for the prevention, detection and response to incidents of rape and sexual abuse in Federal, State, and local correctional institutions, together with information, resources, recommendations and funding to protect individuals from prison rape.

y. Ryan White Drug Reimbursement Program Federal grant program: The AIDS Drug Assistance Program, included in Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)

z. Service Delivery Area: The locations as specified in contract section A.2, and Attachment Three

aa. STAT: Immediately

bb. TOMIS (eTOMIS): The Tennessee Offender Management Information System, a mainframe computer system that automates the management of information about offenders under the supervision of the Tennessee Department of Correction. TOMIS captures all offender related information at the point of origin to provide accurate and timely information to those who use it.

cc. Utilization Management: The evaluation of the appropriateness, medical need and efficiency of healthcare services and procedures.

dd. **340b Program**: The federal government program created in 1992, which requires drug manufacturers to provide outpatient drugs to eligible health care organizations/covered entities at significantly reduced prices.

ee. Electronic Medical Records (EMR): A digital version of paper-based standard medical and clinical data for an individual.

A.5. CONTRACTOR'S DUTY TO COMPLY WITH DEPARTMENT OF CORRECTION DIRECTIVES: The State may order the Contractor to take specific actions that the Department deems administratively appropriate that are consistent with the terms of the Contract, and the Department's Medical Director may order the Contractor to take specific actions that the Department deems medically appropriate that are consistent with the terms of the Contract. The contractor shall comply with all administrative directives and all clinical directives issued by the Department of Correction and by the Department's Director of Clinical Services and Medical Director.

- A.6. ATTENDANCE REQUIRED AT MEETINGS: Inmate health care is provided in a multi-vendor model with separate contractors providing the following services: (1) medical, dental care and utilization management, (2) mental health care, and (3) pharmacy/pharmaceutical supplies. Success in the provision of inmate health services in a multi-vendor model in partnership with the TDOC is dependent on open communication to assure the most efficient, cost effective and ethical delivery of health care services on both the individual and population level. As described within the Contract, the State requires the Contractor to designate a representative or representatives of the contractor, who shall participate in regular meetings, with the Department of Correction and its other healthcare services vendors, to address inmate health needs on an array of substantive issues. The Contractor's designated meeting representatives shall have sufficient knowledge, expertise, and authority, or prompt access to authority, to speak for the contractor on all matters of discussion within said meetings. The contractor shall, in this manner, attend all committee meetings as required by the department.
- A.7. COMPLIANCE WITH LAWS, RULES AND POLICIES REQUIRED: The Contractor shall ensure that all Contractor personnel provide the required services set forth in this Contract in accordance with all applicable TDOC policy and procedures, federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and inmate health care programs, including adherence to requirements for oversight of delegated tasks.
- A..8. SERVICE CHANGE PLANNING: At the department's request, the Contractor shall participate at no additional cost in the development and transition plan for any new prison facility to be established by the Department of Correction and/or for any change to the plan of operations or change of mission, at any existing Department of Correction-operated prison facility.
- A..9. CONTRACTOR'S PERFORMANCE DUTIES, GENERALLY: The contractor shall assume full responsibility for the complete operation of the TDOC pharmacy, providing full prescription filling services to inmates housed within the state correctional facilities. The contractor's performance duty shall be effective upon the contract start date, upon receipt of the appropriate Notice to Proceed. During this time, the contractor will establish connectivity and test the interfaces.

The State is responsible for the purchase of pharmaceuticals, costs associated with the packing machine up to two hundred thousand dollars (\$200,000), and lease costs for the building. The contractor shall be responsible for all aspects of pharmacy operation and dispensing services including, but not limited to: inventory control; dispensing; disposal of all pharmaceuticals; hiring, employing and managing all pharmacy staff; assuming all costs associated with day to day operations management and daily routine maintenance of the state provided Central Pharmacy facility. The Contractor shall meet the following general performance expectations, described more fully hereinafter:

- a. Prompt dispensing of pharmaceuticals
- b. Pharmacist consultation with the medical and mental health services providers
- c. Emergency pharmacy services, and
- d. Specialty and compounding Subcontract pharmacy services

The Contractor shall be responsible for ordering specialty pharmaceuticals from appropriate vendors when called upon to do so, including chemotherapeutic, intravenous, and other compounded medications that cannot be prepared at the proposed TDOC institutional pharmacy. The Contractor shall have any required subcontractors providing these services in place prior to the contract start date. All medications ordered as specialty or compounded will be billed to TDOC at the contractor's Actual Acquisition Cost (AAC) including markups and shipping costs charged to the contractor by its subcontractor. However, the Contractor may not mark up the medication and charge the State any additional fees. Any discounts, rebates, refunds or credits extended to the contractor must be passed on to State.

- A.10 PHARMACY CREDENTIALING: The Contractor will assist the Department of Correction in the preparation of documents required for application, filing and maintenance of required pharmacy

licensing, permits, records and documentation. The State is responsible for any facility related licensing fees.

A.11 ASSISTANCE WITH GRANT APPLICATIONS:

- a. The Contractor shall coordinate and assist the Department of Correction in preparation of application for funds from the Ryan White Drug Reimbursement Program or any other programs that become available for the State's eligible offenders with HIV/AIDS.
- b. The Contractor shall coordinate with the Department of Correction and the medical vendor and assist in preparation of application for access to a 340b program and apply for any other programs that become available.

A.12. ORDER CHECK-IN UTILITY: The Contractor shall provide a barcode order check-in software system or an acceptable alternative to be approved by the State to facilitate an automated means of accounting for orders received

A.13. START-UP AND TRANSITION PLAN: Within one week of the award of the contract, the Contractor shall deliver a transition and start-up plan for approval by the TDOC Medical Director. The initiation of the transition and start-up plan will begin immediately upon approval by the TDOC Medical Director. The Contractor's Start-up Plan and Transition Plan shall consist of all provisions necessary to assure that all pharmacy operations are in place functioning as required in the contract on the start-up date. The Contractor shall not be entitled to any remuneration for performance of services described in the Start-up and Transition Plan.

- a. The Contractor shall ensure that there is no interruption or delay of services because of staff vacancies or absences.
- b. The Contractor's Start-Up and Transition Plan shall include, but is not limited to:
 - (1) A detailed description of the pharmacy packaging operations plan.
 - (2) A detailed description of the pharmacy dispensing software utility and the plan for its interface with each TDOC institution site.
 - (3) A description of the Contractor's communication systems and computer equipment and an installation coordination plan for review and approval by the TDOC Director of Information Technology
 - (4) The contractor's staffing plan which shall include the contractor's plan for orientation and training for the contractor's staff and any sub-contract staff in all matters of security, clinical operations, and application of Department of Correction policy.
 - (5) The contractor's plan for implementation of its MAR and/or eMAR system.
 - (6) Physical inventory of all pharmaceutical supplies and equipment on hand, an equipment needs analysis, and a procurement plan for any additional inventory or equipment or supplies needed. The Contractor shall conduct the inventory jointly with each institutions Warden or designee and the Contractor's designee.
 - (7) Identification of a network of local backup pharmacies to include a plan for the provision of emergency medications.
 - (8) The Contractor's data management plan, data security plan, and disaster recovery plan
 - (9) The Contractor's calculation methodology for rebate/discount/revenue as to emergency and specialty medications.

- (10) The contractor's method for comprehensive reporting and tracking of all matters regarding licensure
 - (11) The contractor's analysis of equipment needs and plan for procurement.
 - (12) The Contractor's physical inventory of medications at all facility med rooms.
 - (13) A plan for daily counts of controlled substances.
 - (14) A plan for how returned medications will be recycled and to what extent.
 - (15) The Contractors plan for the start-up of the Central Pharmacy, to include all proposed building system revisions and/or alterations.
 - (16) The Contractor's security procedures to prevent medication theft and unlawful distribution of narcotics. These procedures shall include:
 - a. a plan for staff uniforms without pockets to be worn inside the TDOC Pharmacy by the contractors staff,
 - b. a list of personal property that a contractor or subcontractor employee is allowed to bring into the facility and specifications for personal bags or other containers for the individual's personal property.
 - c. procedures for inspection, personal property and bags and other containers, upon the individual's exit from the TDOC facility.
- c. The Contractor's pharmacy operation plans shall include an acknowledgement of the obligation and a description of the provider's ability to adhere to and maintain compliance, throughout the term of the contract, with the following.
- (1) Applicable Federal and State laws, rules and regulations, including but not limited to those relating to the control of pharmaceuticals and those defining certification or licensing requirements and scope of professional practice.
 - (2) Departmental policies, procedures, protocols and directives, including but not limited to, procedural manuals of the Office of Clinical Services, Division of Rehabilitation Services, and posted orders of the TDOC.
 - (3) Health care standards of the American Correctional Association (ACA).

A.14. POLICIES AND PROCEDURES

- a. The Contractor, their employees and sub-contractors shall comply 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. All services provided shall be constitutionally adequate and designed to meet accreditation standards promulgated by the American Correctional Association Current. 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. Policies and procedures shall take into account any restrictions or requirements placed on licensure by the respective licensing boards.
- c. Current TDOC policies are accessible in the medical area at each institution. If any applicable TDOC policy or procedure establishes a higher standard than the national standard then the TDOC policy and procedure will take precedence.

- d. The Contractor must comply with all state policies and standards for communication, use of computer, state policies on acceptable usage of internet and email, and State Enterprises Security Policy.

A.15. HIRING PROCESS AND RETENTION

- a. The contractor shall provide to the TDOC Clinical Services Director, and the TDOC Medical Director, the opportunity to review the credentials of the contractor's hires and meet with the Contractor's designated Onsite Director of Pharmacy.
- b. The State reserves the right to negate a hire if the candidate is found to have less than the necessary credentials and/or experience to perform the functions of these positions.
- c. 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.

A.16. ORIENTATION AND TRAINING

- a. The Contractor shall ensure that all employees entering a TDOC facility participate in the facility's Pre-Service Training program regarding State policies and procedures and security considerations as defined in TDOC policy.
- b. The Contractor shall, within the timeframes specified in its Start-Up Plan, provide training for its staff and subcontractors on any revisions to directives, manuals, policies, protocols, and procedures, whether its own such materials or those of the Department of Correction, and shall institute a program of annual refresher training for these persons, as to these subjects. The refresher training shall include training for the Contractor's staff and sub-contracted staff that may be required to apply the processes and those supervisors that may enforce the processes.
- c. The Contractor is responsible for creating and maintaining documentation of those persons who have received the pre-service and in-service training required by the State Department of Correction, upon request.

A.17. CONTRACTOR STAFFING AND CREDENTIALS

Notwithstanding any provision contained herein to the contrary, the Contractor shall provide and retain adequate and qualified staff who maintain the proper training, licenses, certificates, cooperative agreements and registrations, and all others applicable requirements of the Rules and Regulations of the Tennessee Board of Pharmacy, to fulfill the requirements and obligations under this contract, and provide services in the State of Tennessee. Staffing shall, at a minimum, be in accordance with the staffing delineated in section A.17.(b) and any additional staff needed to meet the requirements of this Contract. The contractor shall ensure that all operations are in compliance with the requirements of the Tennessee Board of Pharmacy

- a. All staff performing under this Contract must meet the licensing and certification requirements of the boards relating to the performance discipline set forth in Tennessee's laws and rules and regulations.
 - (1) Pharmacists providing services shall be licensed by the State of Tennessee Board of Pharmacy. All pharmacy professionals, including pharmacy technicians, providing services under this contract must meet the following requirements:
 - (a) Each pharmacy professional shall provide proof of licensure or certifications to the State before any services are performed under this

contract.

- (b) Each pharmacy professional shall maintain licensure or certification.
- (c) Each pharmacist shall maintain professional malpractice liability insurance in the State of Tennessee and immediately provide the State with a copy of each renewal upon receipt.
- (d) Each pharmacy professional shall be competent in pharmaceutical care in accordance with state and federal laws.

b. Following are considered Key personnel and are required for this contract:

- 1. A dedicated Pharmacist In-Charge that serves as the point of contact for this contract and will be responsible for and have the authority to resolve pharmacy services issues that affect multiple institutions. The clinical pharmacist provides consulting support in every aspect of the pharmacy services. Services must include advising prescribers on drug of choice, drug utilization, drug interactions, and research. This person shall participate on the Pharmacy and Therapeutics Committee, a subcommittee of the Statewide Continuous Quality Improvement Committee described hereinafter. This position shall work with the TDOC Medical Director/designee and the medical and mental health vendors on all matters related to provider prescribing practices, ordering utilization, and drug interaction education. This position must be based in Tennessee, with the actual location to be approved by the TDOC Director of Clinical Services/designee.
- 2. A Pharmacy Operations Contract Manager that provides contractual oversight for the day-to-day operations of this contract. This position is also responsible for the management of the on-site TDOC Institutional Pharmacy. This position must be located in Tennessee.
- 3. Pharmacist available by phone and/or other electronic means 24-hours a day, seven days per week to process requests for emergency medications, arrange for after hour dispensing, provide clinical pharmacy consultation and to minimize expense for back-up pharmacy services.

c. As part of the Start-up and Transitional Plan as delineated in the Contract, or prior to the entry of any newly hired, credentialed employee or subcontractor, whichever applies, the contractor shall submit to the Department of Correction, electronically, in the medium and format specified by the Department from time to time, all credentialing related documents (federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certification or notices of eligibility for certification) that are legally required for an employee or subcontractor. Thereafter, the contractor shall provide to the Department, in the same manner, documentation of all renewed credentials of its employees and subcontractors, and this documentation shall be provided within one month after the renewal date of each renewal.

d. The Contractor shall maintain and have accessible on-site and available for review by the State, credentialing information that includes, at a minimum, for pharmacists and any designated backups:

- (1) Signed application and required background check
- (2) Verification of education, training, and work history
- (3) Professional references
- (4) Malpractice claims history

- (5) Current license to practice
- (6) DEA Certificate(s)
- e. The Contractor shall provide all professional supervision of personnel required by law for the applicable licensing, certificate or registration, cooperative agreements and specialty board certifications or notices of eligibility for certification.
- f. Regardless of any vacancy in its staffing the Contractor is required to provide adequate coverage to meet all required services.
- g. The Contractor shall maintain copies of the Department of Correction's current policies and procedures that define and outline the credentialing requirements.
- h. Any staffing changes during the term of the Contract shall require the State's prior written approval.
- i. The State reserves the right to modify the Contractor's proposed staffing patterns to support the pharmacy services for the inmates.

A.18. CONTRACTOR STAFF SCREENING

The Contractor shall conduct and maintain records of pre-employment screening for all potential on-site employees, including on-site employees of sub-contractors. The Contractor's pre-employment screening shall comply with the Department's own screening practices, as applicable, and shall, at a minimum, include the following in its pre-employment screening:

- a. Current licensure/certification verification: unrestricted
- b. Drug testing
- c. Health Screening to ensure absence of communicable disease and safety and the prevention of disease.
- d. All medical information required for employees, that meet minimal standards of health (i.e. TB screening).
- e. Criminal 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 criminal history record check shall include fingerprinting by the vendor contracted by the Tennessee Bureau of Investigation for such services. The background investigation and criminal history record check are the responsibility of the Contractor. In no instance may a contractor employee or subcontractor begin work in the TDOC Institution Pharmacy until the criminal history record check has been completed; however, the employee may participate in pre-service training while the check is in process. Results of the criminal history record check shall be forwarded to the institution for review and clearance for further consideration of employment.

A.19. CONTRACTOR STAFF INSTITUTIONAL ACCESS/SECURITY

- a. The State may, at its sole discretion, remove from or refuse admittance to any prison/facility, any person providing services under this Contract, without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the required contract services, for which the person who is removed or denied access was assigned, are delivered in accordance with this Contract.

- b. The Contractor, its employees, and employees of its subcontractor(s), shall receive pre-service training regarding security considerations as defined in TDOC policy and follow all of the security regulations of the Department and the facilities.
- c. Violation of the security regulations by the Contractor or any of its subcontractors may be sufficient cause to terminate the contract for default.

A.20. **CONTRACTOR STAFF DISCIPLINARY ACTIONS**

- a. The Contractor is responsible for the actions and/or inactions of its employees and subcontractor(s), which may adversely impact the continuity or quality of care, and the provision of services under this contract.
- b. The Contractor shall inform the Department of all disciplinary actions, including counseling and legal action, taken against any member of the Contractor's staff or the staff of a subcontractor who provides any services required under this contract. The contractor shall provide this information to the Department within twenty four (24) hours of the occurrence of the action. Specific documentation of any disciplinary incident shall be provided upon request by the State. The State shall have the right to investigate and coordinate discipline with the Contractor, including facility lock out, and prosecution of any contractor or subcontractor staff under probable cause of civil or criminal wrong doing.

A.21. **EQUIPMENT AND SUPPLIES**

- a. The State's allocation of certain costs to itself in Section A.9, above considered, and except for any capital purchase as provided by Section A.22.g., the Contractor shall supply all packaging equipment, warehousing racks, furniture, medication carts, refrigerators, barcode scanners, inventory control equipment, equipment repair and maintenance, office supplies, routine daily building maintenance, and any other supplies and equipment needed to provide for the operation of pharmacy services at all Department institutions identified herein above. The Contractor shall be responsible for all acquisition costs, other than those allocated to the Department herein above. All supplies and equipment acquired for TDOC facilities statewide shall be approved by the TDOC Medical Director and the Director of Clinical Services or their designees; said supplies and equipment shall become the property of the state..
- b. All equipment acquired by the Contractor for the operation of pharmacy shall be tagged as state property according to state purchasing and inventory policies.
- c. The TDOC Medical Director shall approve the purchase of the packaging machines at cost only. The reimbursement shall not exceed the (\$200,000) two hundred thousand dollars, and may consist of periodic payments over a period of time not to exceed twelve months.
- d. For the start-up inventory required by Section A.13.b.(6): Consumable supplies shall be valued at cost. Equipment shall be valued at the lower, of cost or fair market value, based upon physical condition, suitability for use, and other pertinent factors. The inventory value shall be agreed upon by both parties. Upon expiration or other termination of the Contract, a closeout physical inventory shall be conducted. All remaining supplies and equipment shall be converted to the State's inventory upon termination of the Contract.
- e. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property and building areas and building systems furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted.

- f. A single piece of equipment that costs \$10,000 or more is considered capital equipment. If the Contractor deems a need for a capital equipment purchase, the Contractor will send a written request and justification to the TDOC Medical Director and the Director of Clinical Services for approval; upon approval by the State, the State will purchase the equipment.
- g. For equipment bought for use on-site at a correctional facility, the Contractor shall cooperate with the Medical Contractor in maintaining a perpetual inventory and adhering to State regulations relating to inventory. In the event that equipment assigned to the Pharmacy Contractor is damaged or cannot be located, the Pharmacy Contractor will be required to pay for the replacement of such equipment at its own expense, unless the Pharmacy Contractor can prove to the Department's Contract Manager that damage or loss of the equipment was due to circumstances beyond the control of the Pharmacy Contractor.
- h. The Contractor shall be responsible for maintaining an equipment inventory list that records at a minimum:
 - (1) Equipment description
 - (2) Name of supplier and purchase order or other acquisition document number.
 - (3) Acquisition cost and date.
 - (4) Physical location of item (Facility code + Room Number or Name)
 - (5) Serial number, if any
 - (6) State tag number, if any
 - (7) Equipment Condition
- i. Communication Systems, Telephones, Telephone Lines and T1 Lines. The Contractor shall be responsible for cost and the installation of Statewide communication systems and lines required for pharmacy management equipment such as telephones, facsimile, scanners, computers, or any other equipment. The Contractor shall provide phones, facsimile machines, scanners, printers, and computers or any additional equipment necessary for transmission of pharmaceutical orders and all aspects of pharmacy services. There will be no direct connection of the Contractor's equipment or software to the state network. Communication systems and computer equipment and installation must be coordinated with the TDOC Director of Information Technology prior to purchase and installation.

The Contractor shall be prepared to interface with the State's system as requested by the State at a future date presently undetermined.

A.22. DELIVERY OF ON-SITE TDOC INSTITUTIONAL PHARMACY OPERATIONS

- a. The Contractor shall deliver medications daily to each institution in the Department. Prescription orders received by 2:00 p.m. (Central Standard Time) Monday-Friday shall be delivered to the ordering institution by 12:00 noon the following day, excluding Sundays.
- b. The Contractor shall complete its medication deliveries using Contractor supplied transportation. Prescription fills shall be delivered in unit dose blister pack. The contractor shall use unit-dose system for dispensing patient specific medications. The blister card system is required unless contraindicated by Manufacturer. Any other unit-system dose must be approved by the Pharmacy and Therapeutic Committee. Blister

cards must have the capability to contain a 1 to a 30 day supply of pharmaceuticals or the specific quantity ordered by the on-site medical provider.

- c. The Contractor shall make available to all Other Healthcare Contractors an emergency toll free telephone number for consultation and inquiries and a toll-free telephone number for faxing, and electronic communication.
- d. Pharmacy Dispensing Software: The Contractor shall provide a pharmacy software system for use within each TDOC Institutional Pharmacy that provides an operational interface with the Contractor's CPOE program, eMAR or EMR, should the state acquire an EMR system during the course of this contract. All information systems costs will be the responsibility of the Contractor. The Contractor shall provide a computer at each TDOC site which has a connection independent from the state network. A selected pharmacy software plan shall be provided as part of the proposal.

The Pharmacy Dispensing Software shall provide at a minimum:

- (1) A pharmacy software system that has the capability of generating a label with a barcode that identifies the individual prescription by prescription number or some other uniquely identifying parameter.
 - (2) A label that shall display all information required by the Tennessee Board of Pharmacy Regulations as well as applicable federal law.
 - (3) A workflow module that allows the prescription to be tracked from inception in the CPOE or EMR to final packaging for shipment and dispensing
 - (4) A workflow module that includes a mechanism to track and archive indefinitely the name of the pharmacy technician who fills the prescription, the name of the pharmacist doing the final product check, and the pharmacy technician responsible for placing the prescription in the correct box addressed to the facility from which the order was generated along with a date and timestamp for each. This information must also be tracked for each subsequent refill of the prescription without overwriting information on previous fills.
 - (5) A reporting system that enables the pharmacy staff to know when all labels generated for a given shipment have been checked and scanned into the box for shipping as well as the capability of reporting the current status of any labels that are not yet packaged.
 - (6) An electronic means by which individuals in the med-room of the destination correctional facility can check in the medication delivery electronically or transmit a refill request electronically.
 - (7) A workflow system that electronically routes labels for topical medications to a printer located adjacent to the area in the pharmacy where topical medications are stored.
- e. The Contractor shall be responsible for packaging all deliveries to each institution appropriately and utilizing a Contractor-supplied automated bar-coded medication delivery receipt and inventory scanning system. Oral solid medications are to be packaged in 30 day blister cards whenever possible with the exception of parole/release medications which must be packaged in a childproof enclosure. The contractor shall implement the following distribution practices:
 - (1) A blister card that maximizes the reuse of returned medication

- (2) Various automated or semi-automated means by which blister cards can be packaged in bulk.
 - (3) The contractor will be responsible for shipping refrigerated or other heat liable items with a suitable method of packaging that maintains a proper temperature throughout the shipping process. Further, the contractor must use appropriate packaging to prevent breakage of glass vials such as insulin or similarly manufactured products that cannot be repackaged.
 - (4) The contractor may be called upon to package certain medications into blister cards for use as stock medication in adherence to state and federal laws that govern the repackaging of medication into stock, including chain of custody aka drug pedigrees.
 - (5) The Contractor shall provide tablet splitting service for expensive medications, whenever possible, provided that the resulting savings are significant. No additional fees are to be charged for tablet splitting and the State will have the right to unilaterally decide that a medication will be split.
 - (6) The contractor shall not carry strength or formulations of generic medications that are inordinately or disproportionately more expensive relative to other available strengths that are available (example: trazadone 300mg tablets cost approximately \$2 per tablet, while the 150mg tablets are only a few cents each. The State expects that the contractor would dispense 2 x 150mg tablets to obtain a 300mg dose rather than dispense the 300mg tablets).
 - (7) Because medication containers can be used as contraband, weapons, or create danger in difficult to foresee circumstances, the contractor shall not dispense medications in containers that the TDOC deems unsafe from a security standpoint (example: a manufacturer's original container of a liquid medication in a glass bottle must be poured into a plastic container prior to being shipped to a facility).
 - (8) Whenever the Department of Correction so directs, the contractor shall repackage, at the contractor's own cost, any product deemed a security risk.
 - (9) Every person working on behalf of the contractor at the TDOC Institutional Pharmacy must be trained to recognize potential security problems as they pertain to packaging. The contractor will provide this training on an ongoing basis. Repeated security violations by the contractor may result in the State assessing liquidated damages for contract noncompliance.
- f. The Contractor shall establish a stock supply of commonly prescribed medications (including prescribed drugs and biological and related supplies) to be available upon receipt, for all prescription orders and reorders.
 - g. Included in the contractor's responsibility for supply are prescription medications, controlled drugs, Mantoux serum, influenza vaccine, hepatitis vaccine, and other related items.
 - h. The Contractor shall coordinate with the medical vendor to provide the best pricing for all drugs and biological supplies for the provision of renal dialysis and oncology services.
 - i. The Contractor shall use the TDOC Formulary in conjunction with the supply and dispensing of medication as approved by the Statewide Pharmacy and Therapeutics Committee.

- j. Generic medications, when available, are to be used except where bioequivalence issues have been documented. Generic medications shall be substituted for brand name unless otherwise indicated by prescriber on a non-formulary form. If the Contractor and Clinician disagree as to the use of a generic equivalent, the Contractor may appeal to the Department's Medical Director, who will determine the appropriate course of action. The Contractor must still fill the order, regardless, during the required time period. Any such instance of a disagreement shall be reported to the TDOC Medical Director within ten days of occurrence.
- k. Medication Administration Records: On a monthly basis, the Contractor must provide printed MARs or an electronic medication administration record (eMAR) that meets the needs of a correctional facility.
 - (1) Printed MARs must be delivered five days prior to the end of the month on a recurring interval that is determined by each individual facility.
 - (2) The MAR format must provide flexibility with regard to hours of administration or to the conduct of med-lines, in order to accommodate and meet the varying needs of different facilities which have different levels of staffing and availability of nursing at different times.
 - (3) Printed MARs must be printed and sorted according to the specifications requested by each facility, at the time of contract startup (i.e. alphabetically by patient last name or by housing unit then alphabetically by last name, and so on).
 - (4) Printed MARs must be printed on thicker paper or cardstock pre-punched with holes suitable for use in a ringed binder and have enough durability that the MARs will not tear and begin falling out of the binders during a month's worth of daily use.
 - (5) Blank MARS shall be provided to facilities upon request.
 - (6) In the event the State negotiates and agrees to the terms of implementation and additional costs, if any, affiliated with an eMAR, the requirements established in this section shall be reviewed and may be amended for continuity medication administration.
- l. The Contractor shall supply a list of offenders for each site whose maintenance medications are within 30 days of expiration.
- m. The State has a "keep on person" (KOP) policy. In accordance with the policy, the contractor shall establish a renewal procedure for inmates who have KOP medications.
- n. Within 30 days of the contract implementation date, the contractor shall provide a satisfactory plan for holiday and emergency deliveries for approval by the TDOC Pharmacy and Therapeutics committee. A pharmacist must be on call 24 hours a day, seven (7) days a week. A maximum 60-minute response time is required. If the on-call pharmacy telephone number is a long distance number, the contractor must provide a toll free number.
- o. Access to all drugs and biologicals shall be controlled and limited to necessary and appropriate personnel. Prescriptions shall be dispensed in complete compliance with local, state, and federal laws regulating delivery of pharmaceutical services. The Contractor must possess all necessary licenses and certifications by time of notice of award recommendation.
- p. All drugs and biologicals shall be labeled in complete compliance with local, state and federal law.

- q. Each prescription shall be labeled individually, with the inmate's name, inmate number, facility assignment, drug name and strength, directions for use, prescriber name, prescription number, date filled, expiration date (if applicable) and available refills, if any, in addition to other information in compliance with Federal regulations and the laws of the State of Tennessee.
- r. The Contractor shall label all drugs and biological with cautionary instructions using auxiliary labels as required, describing drug reactions, interactions, cautions, etc.
- s. The Contractor must utilize peel-off reorder labels for transmitting reorders to the pharmacy.
- t. The Contractor shall track the following information:
 - (1) patient medication which may, for any reason, be contraindicated
 - (2) data on Clinician prescribing practice
 - (3) information on drugs prescribed and costs; and
 - (4) Patient specific information
- u. Medication supplied for inmates being released from TDOC custody shall be in accordance with Policy 113.70.
- v. Computerized Physician Order Entry (CPOE): The Contractor shall supply an electronic means by which clinicians can securely enter orders for medications and other treatments that are required to appear on a patient's medication administration record. The CPOE shall at a minimum provide:
 - (1) Individual user ID's and passwords for each clinician.
 - (2) Interface with the software system deployed in the TDOC Institutional Pharmacies, which affords minimal intervention in the form of technician data entry and pharmacist verification.
 - (3) Warnings of drug interactions, allergies, drug disease interactions, duplicate therapies and excessively high doses, together with a permanent record of the clinician's decision to override or bypass any warnings prior to transmitting the order to the pharmacy.
 - (4) Notification that a medication is not on the formulary and an electronic means for the TDOC Medical Director/ designee to adjudicate prior to being signed and transmitted to the TDOC Institution Pharmacy.

A.23. MEDICATION IMMEDIATE START AND EMERGENCY SUPPLIES

The Contractor shall provide a means for all sites to receive emergency medications within a two (2) hour period, 24 hours a day and send a monthly report to the State.

- a. On-Site Starter Doses: Drugs and stock quantities for starter doses shall be available in amounts determined at the start of the contract as proposed by the Contractor and approved by the TDOC Medical Director/designee. This stock list will be referred to as the Stock Formulary. The Stock formulary will be available for order stock/on hand medication for each institution. The Contractor will monitor use of these medications at each institution and make recommendations for modification of on-site medication stock quantities for each institution, based on use. The contractor is expected to maintain the

stock of on-site medication at the minimum level needed to meet the needs of the institution and at the same time avoid the need to purchase medications locally. These adjustment recommendations will be provided to the TDOC Medical Director/designee for approval. The Stock Formulary will be presented to the State-Wide Pharmacy and Therapeutics Committee at the next scheduled meeting after the start of the contract.

- b. The Contractor shall not dispense any stock medication ordered for no more than seven (7) days, to include both prescription medication as well as over-the-counter medication. The amount dispensed should be only the quantity needed pending delivery of medications from the Central Pharmacy.
- c. The contractor shall require that when stock is depleted an accounting of medication units dispensed be returned to the pharmacy for reconciliation of doses ordered. The Contractor shall monitor the expiration dates of the stock starter drugs on a monthly basis and notify the Department of any drugs set to expire within four months of the monthly inspection date. If those stock starter drugs are not used in the month following this notice, the Contractor will immediately replace those drugs with a fresh equivalent stock and issue a full credit for the returned drugs prior to the expiration of the drugs. In the event that the Contractor does not notify the Department of any recorded stock starter drugs set to expire, as required in these monthly inspections, and those drugs are returned to the Contractor after their expiration date, the Contractor will fully reimburse the Department for the cost of those specific drugs, notwithstanding their expired status, or provide equivalent replacement at no cost to the Department.
- d. The contractor shall prepare and maintain documentation of controlled drugs, which shall be provided according to the TDOC policy and State and Federal regulations.
- e. The Contractor must account for and dispose of all controlled substances in the manner required by Federal and State laws.

A.24. **EMERGENCY/STAT ORDERS**

- a. When an institutional prescriber has designated an order as being an emergency or “stat” need, the contractor may authorize the institutional provider to obtain sufficient medication by local purchase from a pharmacy subcontracted by the Contractor. Whenever this occurs the quantity purchased will be limited to the amount needed pending delivery of the balance of the supply ordered from the Central Pharmacy. The Contractor shall log and acknowledge all orders received by return email, fax, or other appropriate recorded return communication. The contractor also has the option to provide delivery of the emergency/STAT orders to the institution within two (2) hours of receipt of the order.
- b. The Contractor may consult with the treating Clinician to determine whether there exists an emergency backup need. If an emergency medication is ordered multiple times, the Contractor may request that the particular medication be stocked at the facility in order to decrease future orders from the emergency back-up pharmacy. The Department’s Medical Director/ designee will make the final determination regarding any such request.
- c. The contractor shall determine whether contraindications exist for emergency/stat medications ordered from the local pharmacy, as the local pharmacy will not have the patient’s complete medication profile on hand to screen for drug interactions or other potential problems.
- d. For any such use of emergency or stat medications, the Contractor is required to submit a report of the circumstances requiring such use, to be reviewed by the Department.
- e. The Contractor shall be responsible for the delivery of the emergency/stat medications to the institution using Contractor-supplied transportation.

- f. The Contractor shall provide emergency medication services on a seven (7) day a week, twenty-four (24) hour per day basis, including holidays.
- g. The contractor must obtain prior approval from the TDOC Medical Director/designee before permitting the order of non-formulary medications from the local pharmacy.
- h. The Contractor shall pass through to the State, the cost of local purchase medication and delivery fees, without any additional markup by the contractor. The contractor shall prepare a monthly report of all medications ordered from the backup pharmacy including patient name, medication name and strength, quantity ordered, price charged by the backup pharmacy, as well as, the name of the individual at the site who requested the medication stat and the reason it was necessary.

A.25. **EMERGENCY MOBILE CRASH CART**

- a. The Contractor shall make determinations on the stock of emergency mobile crash cart drugs and stock quantities in conjunction with the Medical Contractor's statewide Medical Director and the TDOC Medical Director/designee. Based upon requests of the Medical Contractor, the Pharmacy Contractor will replenish stock medication to the emergency mobile crash cart.
- b. The Contractor shall prepare and post on the outside of each medication mobile crash cart, a list of the cart's contents. The Contractor shall inventory the emergency mobile crash carts monthly, or as necessary to maintain proper quantity levels. The Contractor shall monitor the expiration dates of the carts drugs on a monthly basis and notify the Department of any drugs set to expire within four months of the monthly inspection date. If those carts drugs are not used within the following month, the Contractor will immediately replace those drugs with fresh equivalent stock and issue a full credit for the returned drugs prior to the expiration of the drugs. In the event that the Contractor does not notify the Department of any recorded medication cart drugs set to expire, as required in these monthly inspections, and those drugs are returned to the Contractor after their expiration date, the Contractor will fully reimburse the Department for the cost of those specific drugs, notwithstanding their expired status, or provide equivalent replacement at no cost to the Department.

A.26. **TDOC FORMULARY**

- a. The contractor shall be provided the TDOC Formulary in existence at the time the Contractor begins performance of the contract.
- b. The TDOC Formulary can only be modified by the Pharmacy and Therapeutics Committee, with approval of the TDOC Medical Director/designee.
- c. The Contractor shall publish the TDOC Formulary to all health care contractors through an electronic means with hard copy back up. The format shall allow electronic information transmission among the Contractor, and all other health care contractors.
- d. The contractor shall make the most current formulary list available at all times and shall be appropriately index and mark the list as to version, to reflect the effective dates and nature of changes.
- e. When an onsite provider indicates that a formulary medication cannot be used for a specific patient, the contractor shall require that the provider submit a non-formulary request to the TDOC Medical Director/designee. Emergency orders for non-formulary medications must be filled within 4 hours of receipt unless otherwise specified by the TDOC Medical Director or Designee. In all other circumstances, non-formulary medications shall require approval through procedures developed by TDOC Medical and

Behavioral Health Directors. The Contractor shall verify that all approvals are in place before providing non-formulary medications.

- f. Any prescription for a non-formulary medication will be forwarded to the Contractor who shall determine if sufficient documentation has been provided by the Medical/Mental Health Contractor (s) to support the non-formulary request. The Contractor's determination is subject to review by the TDOC Medical Director or Designee and whether formulary alternatives were sufficiently exhausted.
- g. For a non-emergent requests, the pharmacist shall within 24 hours return a non-approved prescription to the prescribing physician with a replacement alternative.
- h. A Clinician may, as appropriate, appeal a medical/Mental Health service vendor determination to reject a non-formulary prescription to the medical or mental health contractor's Medical Director for Tennessee. The TDOC Medical Director/designee has the authority to give the final determination on all disputes among physician staff of all contractors including the contractor.
- i. The contractor shall perform pharmacy audits, capturing all non-formulary orders. The Contractor shall review all non-formulary orders filled, and will identify those that are not accompanied by a non-formulary order approval. This identification will include the prescriber, the institution and the staff of the Contractor who reviewed the non-formulary request. The Contractor shall review specific Clinician ordering patterns. The Contractor shall provide these non-formulary process compliance audits to the TDOC Medical Director/designee on a monthly basis.

A.27. TDOC OTC LIST

The TDOC Medical Director maintains a current list of approved over-the counter (OTC) medications for use in the Department's healthcare service delivery system. The TDOC OTC list can only be modified by the Pharmacy and Therapeutics Committee with approval of the TDOC Medical Director. The Contractor shall make the TDOC OTC list available to all health care contractors through an electronic means with hard copy back up. The format shall allow electronic information transmission among the Contractor, and all other health care contractors.

A.28 EMERGENCY PREPAREDNESS

- a. The Contractor shall ensure that appropriate personnel, are available to provide operations of the TDOC Institutional Pharmacy as required by this Contract during severe weather, natural disasters, pandemics, and other emergencies.
- b. The Contractor shall develop and implement, as necessary, an emergency management plan consistent with the Department's and specific facility's Emergency Preparedness Plans and/or Continuity of Operations Plans (COOP).
- c. The Contractor shall participate in all institutional regional and statewide institutional emergency services plan rehearsals, including institutional mock disaster and other types of drills no less than annually at each facility in collaboration with security staff. These drills may include power outages, individual injuries, weather-related and fire evacuation drills procedures, etc. If in the opinion of the TDOC Medical Director and/or the TDOC Safety Director, any drill has evidenced a significant deficiency and unsatisfactory result, the disaster or other drill shall be re-conducted at the direction of the TDOC Medical Director/ designee.
- d. The Contractor shall participate in Departmental requests for regional and statewide emergency services plan rehearsals, which include Contractor's response to a natural disaster, aviation accident, mass evacuation, etc.

A.29. **PATIENT EDUCATION MATERIALS**

The Contractor shall provide patient education materials upon request. Each educational item is to be grade level appropriate for the general population. Each educational item shall be reviewed by the TDOC Pharmacy and Therapeutics committee to ensure appropriateness. In addition, the Contractor shall provide patient education materials that are suitable for group education. This format of the contractor's educational materials should include multi-media presentations, such as videos, that allow the Department, or Medical Vendor staff ease of presenting the material.

A.30. **PATIENT CARE CONFERENCES/EDUCATION/TRAINING**

- a. Some inmate patients present extraordinary care and treatment needs, which require special planning and collaborative work among providers and vendors. The Contractor's clinical pharmacist shall attend such Patient Care conferences as requested.
- b. Contractor shall provide on-site, in-service training and continuing education upon request of the State throughout the term of the contract, for TDOC staff, medical and mental health vendor(s).
- c. The contractor must provide 24 hour/7days per week consulting services to advise providers on a drug of choice, and educate clinicians on drug interactions, new drug protocols, and therapeutic utilization and support. The Contractor must maintain a toll free 800 number for consulting services. The contractor must provide emergency and routine consultations regarding all phases of the institutional operation. These consultations can be requested on-site, or via tele- or video conferencing.
- d. The contractor must provide prospective and retrospective provider education (case by case and globally).

A.31. **INVESTIGATION AND FOLLOW-UP OF GRIEVANCES AND COMPLAINTS**

- a. Upon referral from the Department the contractor shall investigate all complaints and all grievances regarding pharmacy services, and shall provide a recommendation for disposition of the complaint or grievance. The recommended disposition must be appropriate in keeping with applicable TDOC policy and procedures.
- b. The State, in its sole discretion, may direct that the Contractor take specified action with regard to a complaint.

A.32. **CONTINUOUS QUALITY IMPROVEMENT AND PHARMACY AND THERAPEUTIC COMMITTEES**

- a. The Contractor will coordinate efforts with the State to determine the dates, times, and location of the State Continuous Quality Improvement (CQI) Committee, and the recording of meeting minutes. CQI Committee meetings are held quarterly or more frequently if necessary. Whenever the State so directs, the contractor's Statewide Administrator, and the contractor's pharmacist shall attend this meeting.
 1. The Contractor shall comply with the State's quality improvement Initiatives in accordance with TDOC policy.
 2. Whenever the State so directs, the contractor shall collect, trend and disseminate data for CQI committee review, develop and monitor corrective action plans addressed to problem trends and facilitate and coordinate implementation of any corrective action plan among the several vendors and providers having a role in the subject matter of the plan.
 3. The Contractor shall conduct its own internal CQI meetings, at intervals to be agreed upon between the contractor and State. The contractor shall provide to the State, at least

five business days in advance of the next regularly scheduled meeting of the State CQI Committee, a report of its internal CQI findings and recommendations, which shall include measures of performance and quality improvement outcomes.

4. The Contractor shall develop, with Department and the Medical Vendor, a medication error review process to include electronic tracking, reporting, and trending of dispensing and administration errors. This report shall be sent monthly to the TDOC Medical Director/designee.
 5. The Contractor shall maintain perpetual narcotic-controlled substance inventories at each site.
 6. The Contractor shall provide oversight of the pharmacy operation and shall, at a minimum, conduct quarterly visits at each institution by a registered pharmacist to review operation and ensure compliance with DEA regulations. During audits and site visits, the Contractor must verify inventories, expired medications, disposal of medications, and compliance with the Departments procedures for medication security (medication-box seals and logs), etc.
 7. The Contractor shall provide a proactive analysis of refill frequency and intervene to ensure that medications are not refilled too soon, utilizing best practices related to re-fill-too soon requests.
 8. The Contractor shall require that the pharmacist remove all expired and overstocked Controlled Substances (Schedule II-IV) during on-site visits.
 9. The on-site Director of the TDOC Institutional Pharmacy shall assist the Department in completion of American Correctional Association (ACA) Adult Correctional Facility Performance Based Health Care Audits. The Contractor Pharmacist shall provide outcome measure data for these audits.
- b. Pharmacy and Therapeutics Committee: The Contractor shall work in cooperation with the TDOC Medical Director and the Department's healthcare service vendors to coordinate a statewide Pharmacy and Therapeutics (P&T) Committee. The TDOC Medical Director will chair this committee which will meet quarterly or more often, if necessary. The committee is responsible for the continuing development of the formulary. Subject matter for discussion will generally include clinical indications for particular pharmaceuticals, drug interactions, and product warnings. The contractor's Director shall attend committee meetings and shall provide to the committee a report of pharmacy utilization, which shall trend prescribing practices, rank medication costs, and provide a comparison of these experiences with the contractor's experiences in other correctional settings.

A.33. **PEER REVIEW**

- a. The Contractor shall ensure that each pharmacist performing services on this Contract be professionally reviewed by an independent and clinically appropriate pharmacist on an annual basis.
- b. The contractor shall communicate the results to the State within 15 days of the anniversary of the pharmacist's entrance on duty date.
- c. In addition to the annual peer review required in Contract Section A.34.a., the contractor shall conduct a pharmacist-specific peer review at the request of the TDOC Medical Director/designee, if the TDOC Medical Director/designee deems a contractor pharmacist's services to be below standards in such degree as to indicate reasonable concern about the pharmacist's competence. The Contractor must complete such review and transmit a report of the review to the TDOC Medical Director/designee within 10 business days of the request.

A.34. **DATA AND REPORTS**

- a. The Contractor shall be responsible for the development and/or upkeep of an electronic data tracking utility, in a format and data layout approved by the State. The data tracking utility must have the capacity to generate the standard reports listed in subsection A.34.c, and any ad hoc reports as the State may from time to time request, which shall meet the State's requested specifications. The contractor must provide data reports at no cost to the State.

- b.
 1. The contractor shall deliver it's A.34c standard reports to the Department within ten business days after the end of each month.

 2. The contractor shall deliver all ad hoc reports to the Department within five business days of the Department's request. The contractor shall deliver all other reports required of the contractor, under this contract, within the time frames specified for each..

 3. The contractor shall guarantee on-time delivery of all other reports required from the contractor under this contract.. Liquidated damages shall apply to late delivery, as specified in attachment two to this contract.

- c. The Contractor must utilize a management information system that will provide necessary cost and statistical information on a statewide and institutional basis. At a minimum, the Contractor must, upon request, provide detailed reports on contract costs and program statistics, including but not limited to:
 1. Prescriptions filled by drug, type, whether formulary or non-formulary, and quantity on a State-wide basis, including total drug-spend per drug type.

 2. Prescriptions filled by drug, type, whether formulary or non-formulary, and quantity on an institution by institution basis, including total drug-spend per drug type.

 3. List of Offenders prescribed certain medications and prescribing practitioner.

 4. Number of Prescriptions written (broken down by new refill).

 5. Total Cost of all medications plus a breakdown of the cost for HIV/Acquired Immune Deficiency Syndrome (AIDS), Hepatitis B, Hepatitis C anti-retroviral medications and psychotropic medication prescribed by a physician or mid-level providers.

 6. A list of the 20 medical medications and 5 psychotropic medications having the greatest financial impact for the reporting period.

 7. A list of the 20 most frequently prescribed medications and 5 most frequently prescribed psychotropic medications.

 8. Patient profiles; Patient allergies and Drug interaction.

 9. Prescription trends.

 10. Drug history and Clinician prescribing reports.

 11. Usage and disposal reports;

12. Prescriptions filled in conjunction with inmate releases to the community.
 13. Delivery reports by date and institution including emergency deliveries.
 14. Monthly reports detailing all medications received; all medications dispensed, by location; and all returned medications for the month.
 15. Other reports as deemed necessary by the State.
- d. The Contractor shall also submit to the State within five business days following the end of each month, a narrative report delineating the status, to-date, of the programs and services required to be delivered, citing those elements of the contract that are not in compliance and providing a corrective action plan by Service Delivery Area.
 - e. The Contractor shall also provide a report by the 10th calendar day of the month on a monthly basis relating to grievances and claims arising from the contract. The monthly grievance report shall include:
 1. Name and identification number of inmate
 2. Institution from which claim arose
 3. Form of grievance or claim
 4. Nature of claim (delay of care; medication distribution; referral, etc.)
 5. Date received
 6. Summary of response
 7. Date of response
 8. Grievances still unresolved
 - f. In addition, the Contractor shall provide to the State, a cumulative semi-annual grievance and complaint report. The report shall be filed the 10th calendar day in July and January of each contract year shall provide an analysis of grievance and complaint data for the immediate preceding relevant six-month period broken out by institution, region, and nature of claim. The report shall include an assessment of whether corrective action is necessary or appropriate to respond to any trends and shall recommend a corrective action plan where appropriate.
 - g. Contractor's database server will be available 95% of the time for authorized users.
 - h. The Contractor shall provide the State remote access to their computer database, including but not limited to the following:
 1. Records of all orders
 2. Data base reports as requested by TDOC
 3. Utilization Management authorization numbers in a manner and via secure connectivity method approved by State Contractor's offender eligibility database.
 - i. The Contractor shall submit to the State, each month, by the tenth business day of the month, a report of pharmacy utilization for the preceding month. The report shall include

all of the elements prescribed in the subsection b. of this section A.34. All report shall be presented to the State in the format prescribed by the State.

- j. The Contractor shall, upon request of the State, revise its data tracking utility to meet the State's current specifications. The Contractor shall provide these revisions within a mutually agreed time frame. If the State's requested changes are not feasible of delivery within the ten day time frame, then the contractor shall provide the revisions within a commercially reasonable time-frame.
- k. The Contractor must report and track any cost savings initiatives to be presented at the Pharmacy and Therapeutics Committee Meetings or upon request by the TDOC Medical Director.
- l. The contractor shall prepare a monthly report of all medications ordered from the backup pharmacy including patient name, medication name and strength, quantity ordered, price charged by the backup pharmacy, as well as the name of the individual at the site who requested the medication stat and the reason why a stat was necessary.
- m. The Contractor must obtain the State's written approval prior to publishing or making formal public presentations of statistical or analytical material based on its offenders other than as required by those Contract, statute or regulation.

A.35. RETURNED MEDICATIONS

- a. The contractor shall put in place a procedure to repackage and dispense unused medications that are returned to the pharmacy.
- b. The Contractor must track lot numbers and expiration dates throughout the reclamation process to assure that the medication can be pulled from stock in the event of a recall.
- c. The contractor shall be responsible for the cost of shipping unused medication from the facility to the TDOC Institutional Pharmacy by FedEx or UPS ground.
- d. The contractor shall issue preaddressed prepaid labels to the facility that will allow the site to ship the medications back to the pharmacy at the contractor's expense.
- e. The Contractor shall assure that all medications not suitable for reuse are destroyed, in an environmentally sound manner, and in accordance with TDOC policy 113.70. The Contractor shall, at its own expense, employ a reverse distributor to provide this service.
- f. The contractor shall have a mechanism whereby other expensive medications such as refrigerated items, injectables, inhalers, topicals, etc. may be eligible for reuse provided they are unopened and have been properly stored throughout their transit to and from the prison back to the pharmacy.
- g. The contractor must supply a monthly report detailing the disposition of returned medications including the name, strength, quantity reclaimed or destroyed, dollar value, and facility of origin.
- h. At the present time about 9% of the Department's aggregate drug spend is recycled and about 3% is destroyed. The Department expects the contractor to operate at or near these levels of reclaim and reuse.

A.36. DISPOSAL OF MEDICATIONS:

The Contractor must provide a consistent statewide mechanism for the disposal of all medication as approved by the State and consistent with TDOC policies and procedures including restricted and narcotic medications. All costs associated with the disposal of medications are the

responsibility of the Contractor. Contractor shall provide any and all training to TDOC staff as it relates to the handling and disposal of waste.

A.37. **BACK-UP PHARMACY SERVICES**

- a. The contractor shall set up a network of local pharmacies in close proximity to the correctional facilities serviced as part of this contract.
- b. The contractor shall utilize local pharmacies as an alternative source for short term medication orders that are needed "stat" or after the normal hours of operation.
- c. Upon notification of a stat request, the contractor shall make all arrangements for the order to be transmitted to the local pharmacy and assure an electronic means of payment including associated delivery costs.
- d. The contractor must make sure that there are no contraindications to the medication, as the local pharmacy will not have the patient's complete medication profile, on hand to properly screen for drug interactions or other potential problems.
- e. The contractor shall not allow non-formulary medications to be ordered from the local pharmacy without a prior approval from the medical or psychiatric director of the appropriate vendor.
- f. The Contractor shall pass the cost of the medication and delivery fees through to the State without any additional markup by the contractor.
- g. The State will monitor backup pharmacy utilization and use the information to correct problems at institutions where frequent use of the backup pharmacy occurs due to failure of onsite staff to reorder medications in a timely manner or other frivolous reasons.
- h. The contractor shall have a process in place by which stat orders will be fulfilled in the event the backup pharmacy is closed, does not have the medication, or the medication is beyond the backup pharmacy's ability to supply i.e. an IV medication or similar.

A.38. **CONTRACT MONITORING**

The Contractor is required to meet the performance measures in Attachment Two. 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 State shall provide Contract Monitors. The Contractor's activities shall be subject to monitoring and evaluation by the State in accordance with section below of this contract. The Contractor shall cooperate fully with the State's contract monitors and ensure that the monitors have full access to all clinical and corporate files including, but not limited to, personnel records, payroll records, licensure certification, employee evaluations, billing, or other outside invoices, 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.

The Contract Monitors shall have access to the contractor's facilities and records to perform contract oversight activities, which include, but are not limited to, the following tasks:

- a. Review of service levels, quality of care, and administrative practices as specified in the contract.
- b. Review the Contractor's documentation to ensure compliance with contractual obligations.
- c. Review of the Contractor's Personnel Work Schedules, Time Sheets, Personnel Records, and Wage Forms to ensure compliance with staffing levels and contractual obligations.

- d. Review of all files, records, and reports pertinent to the provision of inmate health care.
- e. Review of pharmacy billings to determine appropriateness to contractual specifications and cost effectiveness to the State.
- f. Conduct site visits and interviews as required, to provide a pharmacy service program.
- g. The Contractor shall provide regular consultations by a registered pharmacist who shall conduct monthly inspections at all institutions. In accordance with applicable federal and state laws, rules and regulations, and TDOC Policy #113.70 Management of Pharmaceuticals the consultant pharmacist will provide strict accountability for the destruction of discontinued medications. The consultant shall record and complete the accounting, destruction, and reconciliation of unused controlled substances. The pharmacist shall dispose of any controlled substances (Schedule II – V) during on-site visits.

A.39. **CONTRACT CLOSE-OUT AND TRANSITION**

Upon termination of this Contract, either through expiration, or a termination, the Contractor thereupon shall fully cooperate with the State for the purpose of conducting an orderly closeout, and transition of the Contractor's services to another entity. The contractor's duty to cooperate shall continue for 60 days after the expiration of this contract. The contractor shall provide all reasonable transition assistance requested by the State during the process of closeout and transition. The Contractor shall continue to provide services without interruption or adverse effect during the transition period. In particular, the Contractor shall:

- a. Between 30 and 60 days of the contract end state, provide the successor entity with reasonable access to the contractor's on-site Clinical Pharmacists. If less than 30 days of the Contract term remains as of the time a successor is named the Contractor shall make use best efforts to provide the contractor access to its staff noted above in this section.
- b. Participate in any contract-ending physical inventory.
- c. Transfer any TDOC-specific databases to the successor as of the end of final day of the Contract.
- d. As requested by the State, provide appropriate representation at work initiating meetings between the Department and the successor to help ensure a smooth transition of services.
- e. Ensure that all required records, reports, data, etc. are current and properly documented in the appropriate database or file for use by the successor contractor as of start of the successor contract.
- f. The Contractor shall ensure that all required Contract closeout activities are properly performed as requested by the State. Specifically, the Contractor shall ensure that:
 - (1) The final invoice to the Department is submitted within 31 days of the end of the Contract.
 - (2) All supplies, equipment, manuals, etc. owned by the Department are turned over to the Department as of the end of the Contract.
 - (3) All source codes to software specifically developed for use under the Contract are turned over to the Department Contract Manager or placed with an appropriate escrow agent.

- g. Contractor agrees to make any records available upon request from the state for a period of five years.

A.40. **TDOC PHARMACY AT DSNF BUILDING 12:**

- a. The TDOC will provide to the Contractor the use of Pharmacy area at the DSNF Building 12 to continue during the term of this contract. Refer to Attachment Five – Sheets S-1, A-1, A-2, and A-3 for a location and building layout of this space. Approximate square footage of this self contained space is +/- 5,600 gross square feet.
- b. The Contractor shall be responsible for inventorying the existing space prior to take-over and shall provide TDOC a written and photo-documented report of the building/space existing conditions. This report will be used at the termination of the contract to assess, if needed, any repair costs needed to return the building space to pre-contract conditions less normal wear and tear.
- c. The Contractor shall not make any building and/or building system modifications without prior written approval of the TDOC Director Facilities, Planning & Construction. The contractor shall not make any proposed modifications to building security electronic and/or security systems without written prior approval of the TDOC Information Technology System director. Any Contractor provided computer systems, handling equipment, etc. requiring additional HVAC cooling, electrical service, sprinkler service or other building system will be the Contractor's responsibility to install. System design must be per a licensed engineer and receive written approval of the Director of Facilities, Planning & Construction prior to installation. The contractor shall submit all requests through the TDOC Medical Director.
- d. The DSNF Central Control shall remotely control the main door (toward the Administration Building) to provide access to authorized contractor staff. The contractor shall have the following security obligations: When the building is not occupied, all exterior doors shall be locked and sealed with numbered zip tie seals. The number of each seal will be entered into a log by the staff member securing the building. The rear door (toward the compound) shall remain locked with a numbered seal, and unused at all times except during an emergency such as a fire. After sealing all doors, the contractor shall turn on the alarm system and upon reentering the building, compare the number of the seal against the log, and immediately notify the shift commander if the seal has been tampered with, or if the number does not match the entry into the log. When the alarm is enabled, any opening of an exterior door will sound an alarm and visually display the location in Central Control.
- e. The TDOC shall conduct routine building inspections; security and general maintenance reviews.
- f. Contractor shall be responsible for all routine daily and monthly building maintenance (trash collection, floor cleaning, lighting replacement, etc.). TDOC will be responsible for all major building system (HVAC, fire alarm, fire extinguisher, and security electronic camera, door controls and panic hardware systems.
- g. The Contractor shall adhere to all regulations and requirements regarding State Fire Marshall inspections.
- h. TDOC will provide 2 parking spaces and signage at the asphalt parking in front of Building 12 for Contractor usage. All other Contractor staff shall park in the gravel lot across the main road from Building 12.
- i. In the event that the Contractor's upper management has the necessity to view DSNF security Camera/DVR files, there will be a one-time \$350 licensing fee on a TDOC

07-08-13 FA

computer. This access shall be coordinated with TDOC security and viewed in the Administration Building.

- j. The TDOC Security Electronics room within the Building 12 Pharmacy area is off limits to the Contractor at all times and TDOC shall have access to this room at all times, day or night.

- A.41. 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.42. 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 **60 months** after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

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)				
	Contract Yr. 1	Contract Yr. 2	Contract Yr. 3	Contract Yr. 4	Contract Yr. 5
Drug Dispensing Handling Fee ¹	\$ Number per prescription filled	\$ Number per prescription filled	\$ Number per prescription filled	\$ Number per prescription filled	\$ Number per prescription filled

¹ The Dispensing Handling Fee shall include:

Service Fee per Prescription: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes

- 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
 ATTN: ACCOUNTS PAYABLE
 6TH FLOOR RACHEL JACKSON BUILDING
 320 6TH AVENUE NORTH
 NASHVILLE, TN 37243-0465

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: TENNESSEE DEPARTMENT OF CRRECTION – 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:

BRENDA BOYD, PSY.D.DIRECTOR
OF CLINICAL SERVICES TENNESSEE
DEPARTMENT OF CORRECTION
6TH FLOOR RACHEL JACKSON BUILDING
320 6TH AVENUE NORTH
NASHVILLE, TN 37243-0465
Brenda.J.Boyd@tn.gov
Telephone # 615-253-8157
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 1 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. 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 two million dollars (\$2,000,000) 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) Errors and Omission Coverage with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

b. 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.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.5. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.6. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 32901-14100 (Attachment 6) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.7. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the

State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.8. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

E9 Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:

DERRICK D. SCHOFIELD, COMMISSIONER

DATE

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. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

PERFORMANCE MEASURES AND SUMMARY OF LIQUIDATED DAMAGES PER OCCURRENCE

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 pharmacy services, the Contract Monitors will operate independently of the Contractor. The Contract Monitors shall be directly accountable to the State. The Contract Monitors shall submit a monthly report of provider services and fulfillment of contractual obligations to the TDOC contact person. TDOC has the sole discretion to determine when liquidated damages are applied.

**PERFORMANCE
GUARANTEE**

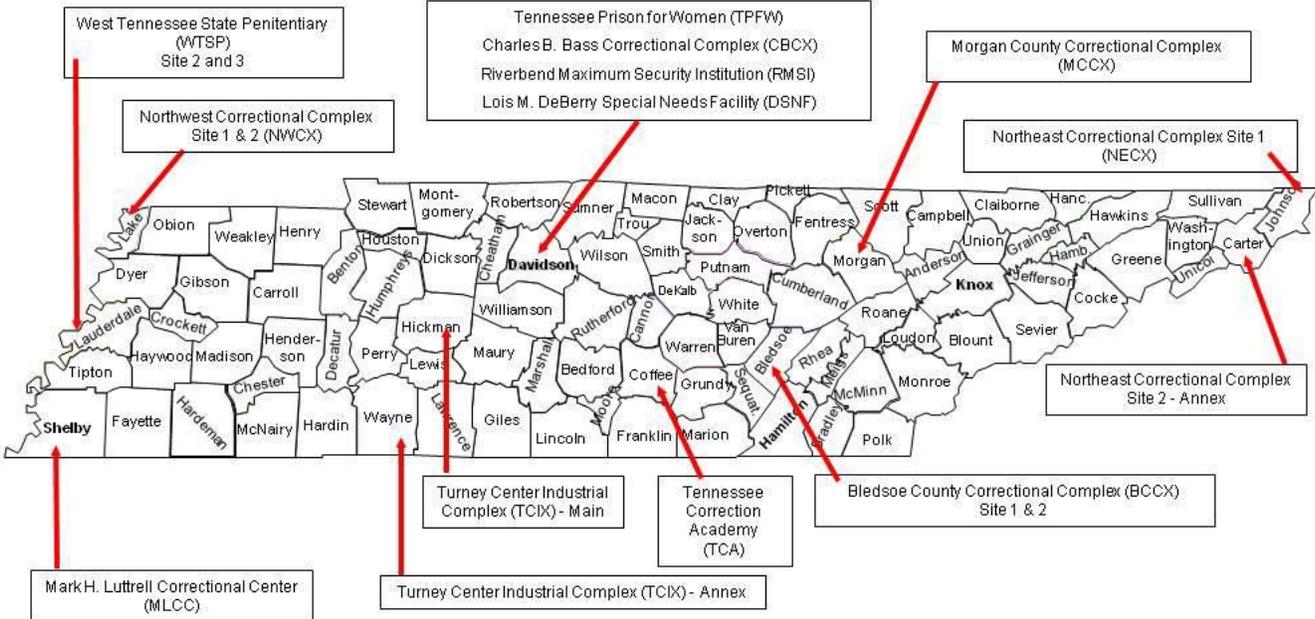
Standard	Performance Measure	Liquidated Damages
1. 90% of All medications ordered from and communicated to the Contractor shall be dispensed and delivered to the appropriate location within the institution within 24 hours from the time the order is received. Medications ordered by 2:00 PM are to be delivered the next working day. A.22	Measured from the date the order is first received by the Contractor to the date it is delivered. Time needed to request and obtain additional information and/or documentation beyond the Contractor's control may extend this period. This is to be self-reported by Contractor at quarterly meetings with TDOC, and may be audited by TDOC on an ad hoc basis.	1% of monthly payment to Contractor for each month in which an incident occurred.
2. All standard reports are due 10 business days after the end of each month. A.34.b.1	Measured by receipt of report by TDOC. Standard holidays are not included.	\$250 per incidence, per delinquent report.
3. All Ad hoc reports are due five business days from request. A.34.ab.2	Measured by documented (e-mail preferable) request for report. Not applicable if there is reasonable explanation by Contractor why report cannot be generated in time period.	\$150 per incidence, per delinquent report.
4. All other reports are due wherever specified in Section A of the contract	Measured by receipt of report by TDOC. Standard holidays are not included.	\$250 per incidence, per delinquent report.
5. All claim status inquiries are addressed within two business days of request by TDOC.	Measured by documented request by TDOC and response by Contractor within time period.	\$250 per incidence (per delinquent report).
6. Contractor's database server will be available 95% of the time for authorized users. A.34.g.	Measured by accumulating the server downtime for TDOC and UM users during a quarter. May be audited ad hoc if problems are demonstrated by contractor.	1% of monthly payment to contractor for each month in which an incident occurred.

a. If Contractor has shown repeated instances of failure to perform, or especially egregious non- performance, which causes hardship to TDOC; Medical and or Mental Health Vendor(s), may conduct its own audit of performance and assess interim liquidated damages at its discretion.

b. If repeated findings of non-performance and applications of liquidated damages fails to result in improved performance by the Contractor, TDOC may determine breach of contract.

Department of Correction
Facility Locations

Attachment
Three



Bledsoe County Correctional Complex (BCCX)
(formerly Southeastern Tennessee State Regional
Correctional Facility (STSRCF))
1045 Horsehead Road
Pikeville, TN 37367

Charles B. Bass Correctional Complex (CBCX) (formerly Middle Tennessee Correctional Complex)
7177 Cockrill Bend Blvd. Nashville, TN 37243-0470

Charles B. Bass Correctional Complex – Annex (CBCX)
(formerly Nashville Community Service Center)
7466 Centennial Blvd., Extended
Nashville, TN 37243-0466

Lois M. DeBerry Special Needs Facility (DSNF)
7575 Cockrill Bend Blvd. Nashville, TN 37243-0469

Mark H. Luttrell Correctional Center (MLCC)
6000 State Road
Memphis, TN 38134-7697

Morgan County Correctional Complex (MCCX) (formerly Brushy Mountain Correctional Complex - Morgan)
Post Office Box 2000
541 Wayne Cotton Morgan Drive
Wartburg, TN 37887

**Northeast Correctional Complex – Main
(NECX)**
(formerly Northeast Correctional Center) P. O. Box 5000
5249 Highway 67 West
Mountain City, TN 37683-5000

Northeast Correctional Complex – Annex) (NECX)
(formerly Carter County Work Camp)
188 Old Railroad Grade Rd. Roan Mountain, TN 37687

**Northwest Correctional Complex – Site #1
(NWCX)**
(formerly Northwest Correctional Center)
960 State Route 212
Tiptonville, TN 38079

Northwest Correctional Complex – Site #2 (NWCX)
(formerly Lake County Regional Correctional
Facility)
960 State Route 212
Tiptonville, TN 38079

**Riverbend Maximum Security Institution
(RMSI)**
7475 Cockrill Bend Blvd. Nashville, TN 37243-0471

Tennessee Prison for Women (TPFW)
3881 Stewarts Lane
Nashville, TN 37243-0468

Turney Center Industrial Complex (TCIX)

1499 R.W. Moore Memorial Hwy
Only, TN 37140-4050

**Turney Center Industrial Complex - Annex
(TCIX)**

(formerly Wayne County Boot Camp) P. O. Box 182
245 Carroll Road
Clifton, TN 38425

West Tennessee State Penitentiary – Site #3 (WTSP)

P.O. Box 1150
480 Green Chapel Road
Henning, TN 38041-1150

West Tennessee State Penitentiary – Site #2 (WTSP)

(formerly West Tennessee High Security Facility) P. O. Box 1150
Henning, TN 38041-1150

Code Information per IBC, 2006

Project: Pharmacy Renovation
 Description: New Narcotics Room
 Signs Based on Following:

Building Description	S.F. per Floor	Construction Type	Sprinklered Yes/No	Maximum Height	No. Stories
1st	27,540	IB	Yes	25'	2
2nd	4,256				
Total	31,796				

BUILDING INDEX

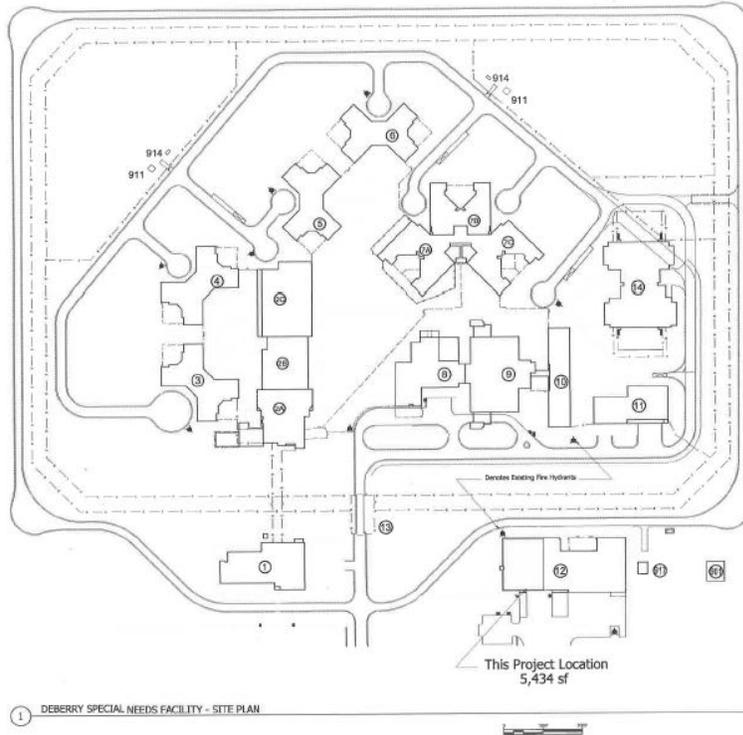
- 1 ADMINISTRATION
- 2 VISITATION, PROGRAM AND DINING
- 3 MEDIUM HOUSING UNIT
- 4 MEDIUM HOUSING UNIT
- 5 MEDIUM HOUSING UNIT
- 6 MEDIUM HOUSING UNIT
- 7 HIGH CUSTODY HOLDING (MANICULOPUNTIVE)
- 8 TRANSIENT
- 9 HOSPITAL
- 10 GERIATRIC/COVALESCENT
- 11 FOOD SERVICE
- 12 MAINTENANCE
- 13 SALLYPORT
- 14 MEDIUM CUSTODY HOUSING
- 901 LANDSCAPING BUILDING
- 911 WEIGHT SHED BUILDING
- 914 YARD BUILDING STAFF
- 917 COOLING TOWERS

Regulatory Information

Project: Building 12 Pharmacy Renovation - New Narcotics Room
 Occupancy Group: I-3 Condition 2
 Based on Chapter 3 International Building Code (IBC) 2006 Edition

- Applicable Codes
- a. International Building Code (IBC) (Excluding Chapters II and 27) 2006 edition
 - b. International Fire Code, 2006 Edition
 - c. International Fuel Gas Code (IFGC), 2006 Edition
 - d. International Mechanical Code (IMC), 2006 Edition
 - e. ASHRAE Standard 90.1, 2007 Edition in lieu of International Energy Conservation Code, 2006 Edition per Rule 0780-02-02-01
 - f. NFPA 70 National Electrical Code, 2008 edition
 - g. Tennessee Public Building Accessibility Act, 2010 ADA Standards For Accessible Design
 - h. NFPA 101, Life Safety Code, 2006 edition

Lois M. DeBerry special Needs Facility
 Nashville, Tennessee - Davidson County
 Pharmacy Renovation - New Narcotics Room
 Building "12"
 TFM Number



1 DEBERRY SPECIAL NEEDS FACILITY - SITE PLAN

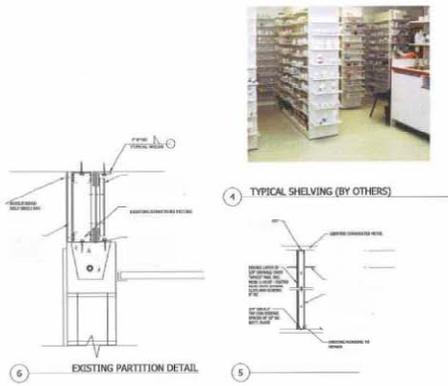
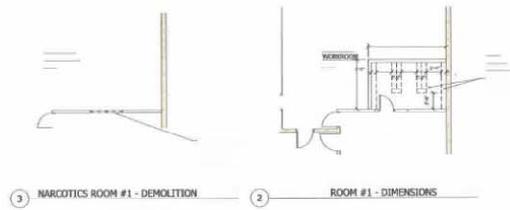
State of Tennessee
 Department of Revenues
 Nashville, Tennessee 37243-0001
 (615) 741-1000 ext. 1001

PHARMACY RENOVATION - NEW NARCOTICS ROOM
DEBERRY SPECIAL NEEDS FACILITY
 NASHVILLE, TENNESSEE

DATE: 1/21/14

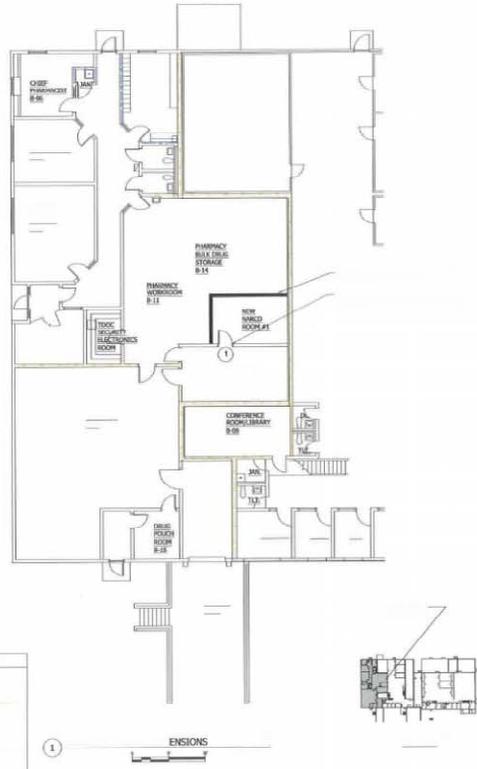
C-1

ATTACHMENT 5 (continued)



1									
---	--	--	--	--	--	--	--	--	--

1 ENSIONS



(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of **(numeral)** percent spend with certified diversity business enterprise firms on State of Tennessee contract # **(Edison document #)**. Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of **(percentage)** participation on the **(Contract)** by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
_____ %.
- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # **(Edison number)**.

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)