

CONTRACT #8
RFS # 344.40-00123
FA # 10-30610

Finance & Administration
Division of Intellectual
Disabilities Services (DIDS)

VENDOR:
Turenne PharMedCo., Inc.



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF INTELLECTUAL DISABILITIES SERVICES
ANDREW JACKSON BUILDING
500 DEADERICK STREET, SUITE 1500
NASHVILLE, TENNESSEE 37243

March 31, 2010

Jim White, Director
Fiscal Review Committee
8th Floor, Rachel Jackson Building
Nashville, Tennessee 37243

Attention: Leni Chick

Re: Turenne PharMedCo, Inc.
Edison # 18667- FA1030610
Request Non-Competitive Amendment

RECEIVED

MAR 31 2010

FISCAL REVIEW

Dear Mr. White:

The Division of Intellectual Disabilities Services (DIDS) is submitting proposed Amendment 1 to Edison Contract # 18667- FA1030610 with Turenne PharMedCo., Inc. for review in accordance with requirements of the Fiscal Review Committee announced on September 18, 2008.

DIDS entered into a contract with Turenne PharMedCo., Inc., effective February 1, 2010, to provide pharmacy services to Immediate Care Facility-Mental Retardation (ICF-MR) community group homes in Arlington Tennessee.

The reason for the proposed amendment is to extend delivery of services to the Arlington Developmental Center (ADC) until all residents of the ADC have transitioned to either one of the State operated ICF-MR community group homes or to a private facility and to change the acronym "DMRS" to " DIDS" in the contract preamble and to sections A.2. and A.10. of the contract.

The following documents are enclosed:

Proposed Amendment

Base Contract

Supplemental Documentation Required for Fiscal Review Committee form

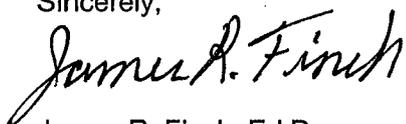
Non-Competitive Amendment Request form

E-Health Pre-Approval Endorsement Request form

Please let me know if any additional information is required.

Your assistance for review of this proposed amendment is appreciated.

Sincerely,

A handwritten signature in cursive script that reads "James R. Finch". The signature is written in dark ink and is positioned above the printed name.

James R. Finch, Ed.D.
Deputy Commissioner

JRF:DD

Enclosures

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Fred Hix, Assistant Commissioner		*Contact Phone:	253-6710	
*Contract Number:	Edison 18667 FA1030610		*RFS Number:	34440-00123	
*Original Contract Begin Date:	February 1, 2010		*Current End Date:	November 30, 2014	
Current Request Amendment Number: <i>(if applicable)</i>			1		
Proposed Amendment Effective Date: <i>(if applicable)</i>			June 1, 2010		
*Department Submitting:			Finance and Administration		
*Division:			Division of Intellectual Disabilities Services		
*Date Submitted:			March 31, 2010		
*Submitted Within Sixty (60) days:			Yes		
<i>If not, explain:</i>					
*Contract Vendor Name:			Turenne PharMedCo., Inc.		
*Current Maximum Liability:			\$1,773,761.33		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015
\$ 51,333.23	\$285,097.80	\$410,665.80	\$410,665.80	\$410,665.80	\$205,332.90
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015
\$ 0.00	\$	\$	\$		
Vendor has not billed as of 3/30/2010.					
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			n/a		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			n/a		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			n/a		
*Contract	State:		Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

Funding Source/Amount:			
Interdepartmental:	\$1,773,761.33	Other:	\$0.00
If "other" please define:		N/A	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		RFP	
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>		n/a	
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>		n/a	
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>		n/a	

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

1) RFS #	34440-00123	
2) Procuring Agency :	Department of Finance and Administration, Division of Intellectual Disabilities Services	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Pharmacy Services	
4) Contractor :	Turenne PharMedCo, Inc.	
5) Contract #	18667 – FA1030610	
6) Contract Start Date :	February 1, 2010	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	November 30, 2014	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 1,773,761.33	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	1	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	June 1, 2010	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	November 30, 2014	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 1,773,761.33	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
<p>1. Change acronym "DMRS" to "DIDS" in the preamble to the contract and to contract sections A.2. and A.10.</p> <p>2. Revise the location of services. Contract Section A.2. states:</p> <p>"The Contractor shall provide pharmacy services to twelve (12) ICF MR Community group homes within a four (4) mile radius of the DMRS West Tennessee regional office located on Milton Wilson Road in Arlington Tennessee."</p> <p>Contract section A.2. needs to be changed to allow the contractor to provide services at the Arlington Developmental Center. The proposed revised contract section A.2. would state:</p> <p>"The Contractor shall provide pharmacy services to the State's twelve (12) (four (4) bed each) Immediate Care Facility – Mental Retardation (ICF- MR) Community group homes within a four (4) mile radius of the DIDS West Tennessee regional office located on Milton Wilson Road in Arlington Tennessee and to individuals at Arlington Developmental Center."</p>		

15) Explanation of Need for the Proposed Amendment :

The Arlington Developmental Center (ADC) closure is planned for June 30, 2010. All individuals residing at ADC at that time are transitioning to either one of the State's operated ICF-MR Community group homes or to a private facility. This Division anticipates that six (6) of the twelve (12) State operated group homes will be fully operational and the remaining six (6) will be at substantial completion or better by June 30, 2010. However, construction issues could possibly delay completion of the homes and closure of the developmental center.

The pharmacist's last working day at ADC is June 11, 2010. Arlington Development Center will have residents after June 11 up until the Community group homes are operational. A need exist to provide pharmacy services for individuals that are awaiting their transition until all individuals are transitioned to their new residential location.

Final transition of all individuals should be complete before September 30, 2010.

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

Wesley M. Averett, General Manager
Turenne PharMedCo, Inc. – Tennessee
1410 Donelson Pike, Suite B-6
Nashville, Tennessee 37217

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... Not Applicable to this Request Attached to this Request

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... Not Applicable to this Request Attached to this Request

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... Not Applicable to this Request Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

This contract was awarded through the State's competitive process after releasing two (2) RFPs to award a contract for these services. This Division did not receive any proposals to the first RFP (RFP 34410-00104) and only received two (2) responsive proposals to the proposal for the award of this contract (RFP 34440-00123).

21) Justification for the Proposed Non-Competitive Amendment :

DIDS received very little response to RFPs for this service. The first RFP was sent to 28 vendors, the second RFP was sent to 29 vendors (which was a different vendor listing from the first RFP). The current contractor is providing exceptional services to residents of the homes that are open.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances)

SIGNATURE & DATE



E-Health Pre-Approval Endorsement Request E-Mail Transmittal

TO : Lovel VanArsdale, Office of e-Health Initiatives
Department of Finance & Administration

E-Mail : Lovel.Vanarsdale@tn.gov

FROM : Debra Dunn, Director of Contract Services
Department of Finance & Administration
Division of Intellectual Disabilities Services

E-Mail : debra.dunn@tn.gov

253-6713

DATE : March 31, 2010

RE : Request for eHealth Pre-Approval Endorsement

APPLICABLE RFS # Edison # 18667 Contract Number FA1030610

OFFICE OF E-HEALTH INITIATIVES ENDORSEMENT SIGNATURE & DATE :

Office of e-Health Initiatives

Office of e-Health Initiatives (eHealth) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services as a component of the scope of service. This request seeks to ensure that eHealth is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

Please indicate eHealth endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

MEDICAL/MENTAL HEALTH-RELATED SERVICE DESCRIPTION :

Pharmacy Services

CONTRACTING AGENCY CONTACT :

Debra Dunn, Director of Contract Services

TELEPHONE # 253-6812

Debra.dunn@tn.gov

FAX # 253-6713

REQUIRED ATTACHMENT(S) AS APPLICABLE (copies without signatures acceptable) :

RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request

proposed contract or amendment



C O N T R A C T A M E N D M E N T

Agency Tracking # 34401-00123	Edison ID 18667	Contract # FA1030610	Amendment # 1
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Contractor Turenne PharMedCo., Inc.	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 63-1071143
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Amendment Purpose/ Effects
Correct acronym "DMRS" to "DIDS" in the preamble to the contract and to contract sections A.2. and A.10.
Revise the location of services.

Contract Begin Date 2/1/2010	Contract End Date 11/30/14	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s)
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010			\$51,333.23		\$51,333.23
2011			\$285,097.80		\$285,097.80
2012			\$410,665.80		\$410,665.80
2013			\$410,665.80		\$410,665.80
2014			\$410,665.80		\$410,665.80
2015			\$205,332.90		\$205,332.90
TOTAL:			\$1,773,761.33		\$1,773,761.33

American Recovery and Reinvestment Act (ARRA) Funding – YES NO

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone #	
END DATE AMENDED?	Base Contract & Prior Amendments	THIS Amendment ONLY		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
			Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred) Melinda Lanza 253-3166	
2010	\$51,333.23	0.00		
2011	\$285,097.80	0.00		
2012	\$410,665.80	0.00		
2013	\$410,665.80	0.00		
2014	\$410,665.80	0.00		
2015	\$205,332.90	0.00	Speed Code	Account Code
TOTAL:	\$1,773,761.33	0.00		

— OCR USE —	Procurement Process Summary (non-competitive, FA- or ED-type only)
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AMENDMENT ONE

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Intellectual Disabilities Services, West Tennessee (TN) Region, West Tennessee Regional Office (WTRO) and the West Tennessee (TN) Resource Center, hereinafter referred to as the "State" or "DIDS" and Turenne PharMedCo, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of the Contract Preamble is deleted in its entirety and replaced with the following:

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Intellectual Disabilities Services, West Tennessee (TN) Region, West Tennessee Regional Office (WTRO) and the West Tennessee (TN) Resource Center, hereinafter referred to as the "State" or "DIDS" and Turenne PharMedCo, Inc., hereinafter referred to as the "Contractor," is for the provision of pharmacy services, as further defined in the "SCOPE OF SERVICES."

2. The text of Contract Section A.2. is deleted in its entirety and replaced with the following:

A.2. The Contractor shall provide pharmacy services to the State's twelve (12) (four (4) bed each) Immediate Care Facility – Mental Retardation (ICF- MR) Community group homes within a four (4) mile radius of the DIDS West Tennessee regional office located on Milton Wilson Road in Arlington Tennessee and to individuals at Arlington Developmental Center.

3. The text of Contract Section A.10. is deleted in its entirety and replaced with the following:

A.10. The Contractor shall ensure that dispensing, packaging, administering and storage of all prescriptions shall be in accordance with applicable DIDS policies and the Tennessee Board of Pharmacy rules and regulations. Narcotics shall be dispensed and documented in accordance with Tennessee Board of Pharmacy guidelines.

The revisions set forth herein shall be effective June 1, 2010. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TURENNE PHARMEDCO, INC.:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF INTELLECTUAL DISABILITIES SERVICES:**

M. D. GOETZ, JR., COMMISSIONER **DATE**



CONTRACT

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

Agency Tracking # 34440-00123	Edison ID 18667
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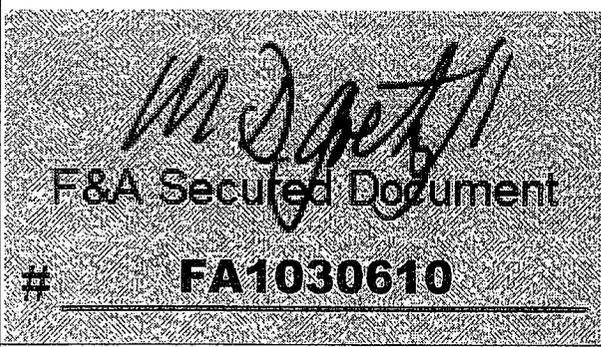
Contractor Turenne PharMedCo, Inc.	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 63-1071143
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Service
Pharmacy Services

Contract Begin Date 2/1/2010	Contract End Date 11/30/14	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s)
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010			\$51,333.23		\$51,333.23
2011			\$285,097.80		\$285,097.80
2012			\$410,665.80		\$410,665.80
2013			\$410,665.80		\$410,665.80
2014			\$410,665.80		\$410,665.80
2015			\$205,332.90		\$205,332.90
TOTAL:			\$1,773,761.33		\$1,773,761.33

American Recovery and Reinvestment Act (ARRA) Funding - YES NO

<p>— OCR Use —</p>  <p># FA1030610</p>	<p>Agency Contact & Telephone # Debbie Dunn 615-253-6812</p> <p>Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred) Melinda Lanza 615-253-3166</p>
Speed Code	Account Code

Contractor Ownership/Control

African American
 Person w/ Disability
 Hispanic
 Small Business
 Government
 Asian
 Female
 Native American
 NOT Minority/Disadvantaged
 Other

Contractor Selection Method

RFP
 Competitive Negotiation *
 Alternative Competitive Method *
 Non-Competitive Negotiation *
 Other *

*Procurement Process Summary

Dept ID	Account	Location CF	Program	User Code	Project	Activity	Source Type
3444000001	See attached	79021	344118	130251			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF INTELLECTUAL DISABILITIES SERVICES
AND
TURENNE PHARMEDCO, INC.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Intellectual Disabilities Services, West Tennessee (TN) Region, West Tennessee Regional Office (WTRO) and the West Tennessee (TN) Resource Center, hereinafter referred to as the "State" or "DMRS" and Turenne PharMedCo, Inc., hereinafter referred to as the "Contractor," is for the provision of pharmacy services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.

Contractor Federal Employer Identification or Social Security Number: 63-1071143

Contractor Place of Incorporation or Organization: Alabama

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall provide pharmacy services to twelve (12) ICF MR Community group homes within a four (4) mile radius of the DMRS West Tennessee regional office located on Milton Wilson Road in Arlington Tennessee.
- A.3. The Contractor shall dispense scheduled drugs and over-the-counter medications for treatment of individuals residing in these group homes that are ordered by a Doctor of Medicine or other health care professional, who is duly licensed and qualified under the laws of jurisdiction in which scheduled drugs and over-the-counter medications are prescribed.
 - a. All residents of these group homes are assigned a Medicare Part D provider by the federal government.
 - b. Over-the-counter medications include, but may not be limited to, diabetic strips and/or any diabetic supplies.
 - c. Prescription containers shall be labeled to include the individuals name, number, date, prescribing physician, medication name, lot number, strength, dosage, directions for administration, and any applicable warnings or dietary instructions or other information in compliance with federal regulations and the laws of the State of Tennessee.
 - d. The Contractor shall provide a twenty eight (28) day supply of an individuals medication regime unless prescribed for lesser amount of time.
- A.4. The Contractor shall provide purified proteins derivative PPG solution for tuberculosis testing of all individuals residing in the group homes and to all direct care and support staff in the homes
- A.5. The Contractor shall provide Flu vaccine for all individuals residing in the group homes and to all direct care and support staff in the homes.
- A.6. The Contractor shall provide a system for communication with each group home for all new orders, refill orders, change orders, discontinued orders and other changes.
- A.7. The Contractor shall provide a packaging system for unit dose packaging. The unit dose packaging shall provide individually packaged medications for unit of use administration.

- A.8. The Contractor shall provide a Medication Administration Record (MAR) documentation system for each group home that includes but may not be limited to the inclusion of physicians' orders.
- A.9. The Contractor shall provide a system for the provision of "stat" or immediate use dosages that are available twenty four (24) hours per day seven (7) days per week either through on-sight immediate use stock or delivery. If delivery or retail purchase is necessary it shall be provided and paid for by the Contractor.
- A.10. The Contractor shall ensure that dispensing, packaging, administering and storage of all prescriptions shall be in accordance with applicable DMRS policies and the Tennessee Board of Pharmacy rules and regulations. Narcotics shall be dispensed and documented in accordance with Tennessee Board of Pharmacy guidelines.
- A.11. The Contractor shall provide medication review as required by ICF-MR MR federal requirements 42 CFR 483, and billing to the appropriate Medicare Part D provider or State of Tennessee for medications not covered by the applicable Medicare Part D plan.
- A.12. The Contractor shall provide a monthly computer-generated medication administration report of dispensed medication and send it to the administrative offices of the group homes within five (5) work days past the end of each month. The Contractor shall also provide medication information or a fact sheet for all medications taken for the purpose of monitoring drug interaction of medications prescribed for individuals and residing in the group homes.
- A.13. The Contractor shall provide a monthly receiving report of all returned medications for credit along with a monthly utilization report.
- A.14. The Contractor shall provide ad hoc reports upon request by the State and shall send the report to the administrative offices of the group homes.
- A.15. The Contractor shall provide a Pharmacist to conduct quarterly reviews of resident records in accordance with ICF MR Guidelines and to inspect the group home medication area on a quarterly basis (medication storage, emergency boxes, medication return bins, narcotic documentation, etc.) and provide any additional training for clinical staff deemed warranted.
- A.16. The Contractor's pharmacy shall accept prescription drug orders between the hours of 8 AM and 7 PM central standard time. Prescription orders received by the Contractor's pharmacy after 3 PM central time Monday through Friday shall be delivered to the ordering group home by 12 noon of the following day.
- A.17. The Contractor shall ensure that pharmacy services are provided by a Pharmacist licensed in Tennessee to provide such services in Tennessee.
- A.18. Contractor will provide medication storage system, fax machines, ER or emergency boxes and Medication Return Bins.
- A.19. The Contractor shall ensure that all medications will be dispensed by persons who are permitted to dispense medications by the Tennessee Board of Pharmacy
- A.20. The Contractor shall develop and implement a drug usage evaluation program to ensure the appropriate safe and effective use of medications. Quarterly evaluations are submitted to the Community Homes Director of Nursing for quality improvement and outcomes management.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on February 1, 2010 and ending on November 30, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million, seven hundred seventy three thousand, seven hundred sixty one dollars and thirty three cents (\$1,773,761.33). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. 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.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)				
	02/01/10 - 11/30/10	12/01/10 - 11/30/11	12/01/11 - 11/30/12	12/01/12 - 11/30/13	12/01/13 - 11/30/14
Scheduled drugs, over-the-counter medications, purified proteins derivative PPG solution, Flu Vaccine Cost per Blue Book Average Wholesale Price (BBAWP) as published by the First DataBank, San Bruno, CA or by another industry acceptable drug pricing policy if/when the BBAWP ceases to be the pharmaceutical industry's acceptable drug pricing standard.	BBAWP per each prescription	BBAWP per each prescription	BBAWP per each prescription	BBAWP per each prescription	BBAWP per each prescription
Dispensing Fee for scheduled drugs	\$3.00 per each prescription	\$3.00 per each prescription	\$3.00 per each prescription	\$3.00 per each prescription	\$3.00 per each prescription
Dispensing Fee for over-the-counter medications	\$3.00 per each prescription	\$3.00 per each prescription	\$3.00 per each prescription	\$3.00 per each prescription	\$3.00 per each prescription
Dispensing Fee purified proteins derivative PPG solution	\$ 0.00 per each unit	\$ 0.00 per each unit	\$ 0.00 per each unit	\$ 0.00 per each unit	\$ 0.00 per each unit
Dispensing Fee for Flu Vaccine	\$ 0.00 per each unit	\$ 0.00 per each unit	\$ 0.00 per each unit	\$ 0.00 per each unit	\$ 0.00 per each unit

- c. The Contractor shall process all claims for services through the applicable Medicare Part D program, and invoice the remaining claims to the Tennessee Department of Intellectual Disabilities Services – West Region monthly post-consumption. Remaining claims for scheduled drugs, over-the-counter medications, purified proteins derivative PPG solution and flu vaccine shall be paid to the Contractor based upon the Blue Book Average Wholesale Price (BBAWP) as published by the First DataBank, San Bruno, CA.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Vickie Connell, West TN Region Contract Officer
Department of Finance and Administration
Division of Intellectual Disabilities Services
West Tennessee Regional Office
P.O. Box 949
11437 Milton Wilson Road
Arlington, Tennessee 38002

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Finance and Administration, Division of Intellectual Disabilities Services, West Tennessee Region;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
- iv. Amount Due by Service; and
- v. Total Amount Due for the invoice period.
- vi. Complete electronic accounting records of all claims that identify information by home and by individual.

- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- 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 which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor 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 (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. 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 violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not

be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. 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 disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, 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 hereby attests, certifies, warrants, and assures 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, hereto, semi-annually during the period of this Contract. Such 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 period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such 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. Said 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 Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.10. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either 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 shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.
- D.19. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of 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, these special terms and conditions shall control.
- E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Vickie Connell, West Tennessee Region Contract Officer
Department of Finance and Administration
Division of Intellectual Disabilities Services
West Tennessee Regional Office
P.O. Box 949
11437 Milton Wilson Road
Arlington, Tennessee 38002
vickie.connell@tn.gov
Telephone # 901-745-7760
FAX # 901-745-7894

The Contractor:

Wesley M. Averett, General Manager
Turenne PharMedCo, Inc. – Tennessee
1410 Donelson Pike, Suite B-6
Nashville, Tennessee 37217
Wes.Averett@pmcoteam.com
Telephone # 615-724-7910
FAX # 615-724-4913
Mobile # 615-870-7499

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon

receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 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 pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 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 may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- 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 proposal responding to RFP-34440-00123 (Attachment 6.2., Section B, Item B.15.) and resulting in this Contract.

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

- E.7. 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 in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.8. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment 2 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) **Partial Default**— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. **State Breach**— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.9. **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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not

be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.10. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA 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 HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.11. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Turenne PharMedCo, Inc
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	63-1071143

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.


CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Wesley M Averett, General Manager - TN/KY
PRINTED NAME AND TITLE OF SIGNATORY

01.21.10
DATE OF ATTESTATION

LIQUIDATED DAMAGES

DELIVERABLES	LIQUIDATED DAMAGES PER BUSINESS DAY
Failure to provide services described in Section A of this Contract.	\$1000 per day for failure to provide any services scheduled for that day