

**CONTRACT #3**  
**RFS 329.01-14101**  
**Edison # 40787**

**Department of Correction**

**VENDOR:**  
**PharmaCorr, LLC**



**STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
SIXTH FLOOR RACHEL JACKSON BUILDING  
320 SIXTH AVENUE NORTH  
NASHVILLE, TENNESSEE 37243-0465  
OFFICE (615) 741-1000 ● FAX (615) 532-8281**

December 17, 2014

The Honorable Bill Ketron, Chairman  
Fiscal Review Committee  
5 Legislative Plaza  
Nashville TN 37243

**SUBJECT: TDOC REQUEST 32901-14101**

The Department of Correction wishes to amend its current contract for pharmacy services by adding appropriate extension language and exercising our extension option. The proposed amendment would also increase the maximum liability accordingly.

This proposed amendment would permit TDOC to continue to provide pharmacy services to inmates while the department re-issues the RFP that was temporarily withdrawn by Central Procurement AND continues to evaluate whether a contract awarded to a multi-state purchasing cooperative would be suitable to meet TDOC needs.

A non-competitive amendment request with all required supporting documentation to permit this amendment was submitted to the Commissioner of General Services and the Comptroller of the Treasury simultaneously with this submission to the Fiscal Review Committee.

We appreciate your consideration of this matter.

Sincerely,

Derrick D. Schofield

DDS:PW

pc: Leni Chick, Contract & Audit Coordinator  
Wes Landers, Chief Financial Officer  
Dr. Marina Caderche, Acting Assistant Commissioner of Rehab Services

Jim Thrasher, Legislative Liaison  
Priscilla Wainwright, Director of Contract Administration

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Priscilla Wainwright William M. Anderson	*Contact Phone:	(615)253-.5571 (615) 253-8104		
*Presenter's name(s):	Wes Landers				
Edison Contract Number: <i>(if applicable)</i>	40787	RFS Number: <i>(if applicable)</i>	32901-14101		
*Original or Proposed Contract Begin Date:	March 10, 2014	*Current or Proposed End Date:	Current end date February 28, 2015 <b>Proposed end date</b> February 29, 2016		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	March 1, 2015				
*Department Submitting:	Department of Correction				
*Division:					
*Date Submitted:	December 22, 2014				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes				
*Contract Vendor Name:	PharmaCorr				
*Current or Proposed Maximum Liability:	\$29,329,700.00				
*Estimated Total Spend for Commodities:					
<b>*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
FY: 2014	FY:2015	FY:	FY:	FY	FY
\$5,750,300.00	\$8,789,700.00	\$	\$	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>					
FY: 2014	FY: 2015	FY:	FY:	FY	FY
\$3,754,036.02	\$ 7,083,682.86	\$	\$	\$	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		To date, contract expenditures have not exceeded contract allocation.			
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		There have been no surplus funds to carry forward.			
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding		To date, contract expenditures have not exceeded contract allocation.			

was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:	\$29,329,700.00	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A			
Method of Original Award: <i>(if applicable)</i>		Non-Competitive after RFP process produced no satisfactory outcome.	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		Cost of services estimated using Vendor RFP proposal as a base.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		<p>In the last RFP, eight vendors proposed. CPO temporarily withdrew the current RFP to allow further evaluation of new contract available under a multi-state purchasing cooperative.</p> <p>It is in the State’s best interest to amend this contract so that pharmacy services can continue uninterrupted to incarcerated offenders. Efforts are continuing to reissue an RFP for the services as is evaluation of a contract awarded by a multi-state purchasing cooperative to determine whether the multi-state contract will meet TDOC needs.</p>	

## Edison Payment Documentation

Sum of Sum Merchandise Amt		
Fiscal Year	Date	Total
2014	4/9/2014	\$1,183,255.42
	5/28/2014	\$670,188.65
	6/18/2014	\$608,333.96
	7/2/2014	\$642,020.32
	7/9/2014	\$650,237.67
2014 Total		\$3,754,036.02
2015	7/30/2014	\$715,215.65
	8/1/2014	\$610,811.22
	8/6/2014	\$1,308,736.32
	9/12/2014	\$735,065.90
	9/16/2014	\$656,236.99
	10/10/2014	\$718,008.03
	11/4/2014	\$370,670.82
	12/4/2014	\$1,311,076.56
	12/16/2014	\$657,861.37
2015 Total		\$7,083,682.86
Grand Total		\$10,837,718.88

# Amendment Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@tn.gov](mailto:Agsprs.Agsprs@tn.gov)

<b>APPROVED</b>	
	
<b>CHIEF PROCUREMENT OFFICER</b>	<b>DATE</b>

<b>Request Tracking #</b>	<b>32901-14101</b>
<b>1. Procuring Agency</b>	<b>Tennessee Department of Correction</b>
<b>2. Contractor</b>	<b>PharmaCorr</b>
<b>3. Contract #</b>	<b>40787</b>
<b>4. Proposed Amendment #</b>	<b>1</b>
<b>5. Edison ID #</b>	<b>40787</b>
<b>6. Contract Begin Date</b>	<b>March 10, 2014</b>
<b>7. Current Contract End Date</b> <i>- with ALL options to extend exercised</i>	<b>February 28, 2015</b>
<b>8. Proposed Contract End Date</b> <i>- with ALL options to extend exercised</i>	<b>February 29, 2016</b>
<b>9. Current Maximum Contract Cost</b> <i>- with ALL options to extend exercised</i>	<b>\$ 14,540,000.00</b>
<b>10. Proposed Maximum Contract Cost</b> <i>- with ALL options to extend exercised</i>	<b>\$ 29,329,700.00</b>
<b>11. Office for Information Resources Pre-Approval Endorsement Request</b> <i>- information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>12. eHealth Pre-Approval Endorsement Request</b> <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
<b>13. Human Resources Pre-Approval Endorsement Request</b> <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>14. Explanation Need for the Proposed Amendment</b>	
<p>The Amendment will allow uninterrupted delivery of Pharmacy Services to incarcerated offenders by a known and experienced provider without the incurred disruption and cost of transition in what will definitely be a short term bridge between current contracted service and the award to a successful RFP proposer or a multi-state contract.</p>	
<b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b> <i>- NOT required for a TN state education institution</i>	
<p><b>Corizon, Inc.</b> <b>Woodrow A. Myers, Jr., M.D., CEO</b></p>	

Request Tracking #	32901-14101
<p>103 Powell Court #200 Brentwood, TN 37027</p>	
<p><b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Goods or Services</b></p> <p>Corizon Health is the parent of PharmaCorr and has been a provider of correctional healthcare in the United States more than 35 years and to TDOC for over 8.</p>	
<p><b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p>In the last RFP, eight vendors proposed. CPO temporarily withdrew the current RFP to allow further evaluation of new contract available under a multi-state purchasing cooperative. The cooperative was an addition to the competitive pool.</p>	
<p><b>18. Justification</b></p> <p>It is in the State's best interest to amend this contract so that pharmacy services can continue uninterrupted to incarcerated offenders. Efforts are continuing to reissue an RFP for the services as is evaluation of a contract awarded by a multi-state purchasing cooperative to determine whether the multi-state contract will meet TDOC needs.</p>	
<p><b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</i></p> <p> 12-17-2014</p>	

## Proposed Amendment



### CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 32901-14101	<b>Edison ID</b> 40787	<b>Contract #</b> N/A	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> PharmaCorr LLC			<b>Edison Vendor ID</b> 168040		
<b>Amendment Purpose &amp; Effect(s)</b> Add term extension clause to permit four possible one-year term extensions, exercise the first one year extension option, and increase maximum liability accordingly.					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> February 29, 2016			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 14,789,700</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2014	5,750,300.00				5,750,300.00
2015	11,789,700.00				11,789,700.00
2016	11,789,700.00				11,789,700.00
<b>TOTAL:</b>	<b>29,329,700.00</b>				<b>29,329,700.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> 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.			<i>CPO USE</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT 1  
OF CONTRACT 40787**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and PharmaCorr LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section **B.** is deleted in its entirety and replaced as section B.1. with the following:
  - B.1. This Contract shall be effective for the period beginning March 10, 2014 and ending on February 29, 2016. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
2. The following is added as section B.2.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

3. Contract section **C.1.** is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Twenty Nine Million Three Hundred Twenty-Nine Thousand, Seven Hundred Dollars (\$29,329,700.00) ("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.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective **March 1, 2015**. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**PharmaCorr LLC:**

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**SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**Department of Correction:**

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**Derrick D. Schofield, Commissioner**

**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](mailto:Lovel.Vanarsdale@tn.gov)

**FROM :** Priscilla E. Wainwright  
E-mail: [priscilla.wainwright@tn.gov](mailto:priscilla.wainwright@tn.gov)

**DATE :** December 15, 2014

**RE :** Request for eHealth Pre-Approval Endorsement

**Applicable RFS # 32901-14101**

**Office of e-Health Initiatives Endorsement Signature & Date:**



**Office of e-Health Initiatives**

Office of e-Health Initiatives (eHealth) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts 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). This requirement applies to any procurement method regardless of dollar amount.

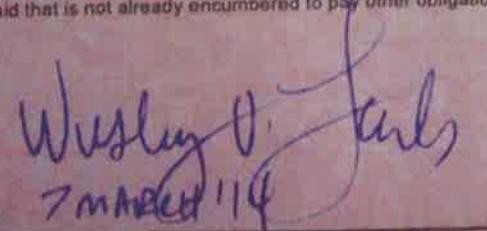
Please indicate eHealth endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	<b>Department of Correction</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Priscilla E. Wainwright (615) 253-5571</b> <a href="mailto:priscilla.wainwright@tn.gov">priscilla.wainwright@tn.gov</a>
<b>Attachments Supporting Request</b> (as applicable – copies without signatures acceptable)	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed contract or amendment	
<b>Subject Medical/Mental Health-Related Service Description</b> (Brief summary of eHealth services involved. As applicable, identify the contract and solicitation sections related to eHealth services.)	
Pharmacy Services for TDOC Facilities	



# CONTRACT

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

<b>Begin Date</b>		<b>End Date</b>		<b>Agency Tracking #</b>		<b>Edison Record ID</b>	
March 10, 2014		February 28, 2015		32901-14101		40787	
<b>Contractor Legal Entity Name</b>						<b>Edison Vendor ID</b>	
Pharmacorr, LLC						168040	
<b>Service Caption (one line only)</b>							
Pharmacy Services for TDOC Prison Facilities							
<b>Subrecipient or Vendor</b>				<b>CFDA #</b>			
Subrecipient Vendor							
<b>Funding —</b>							
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>		
2014	\$5,750,300.00				\$5,750,300.00		
2015	\$8,789,700.00				\$8,789,700.00		
<b>TOTAL:</b>	<b>\$14,540,000.00</b>				<b>\$14,540,000.00</b>		
<b>American Recovery and Reinvestment Act (ARRA) Funding: YES NO</b>							
YES							
<b>Ownership/Control</b>							
<b>African American</b>		<b>Asian</b>		<b>Hispanic</b>		<b>Native American</b>	<b>Female</b>
<b>Person w/Disability</b>		<b>Small Business</b>		<b>Government</b>		<b>NOT Minority/Disadvantaged</b>	
<b>Other:</b>							
<b>Selection Method &amp; Process Summary (mark the correct response to confirm the associated summary)</b>							
<b>RFP</b>		The procurement process was completed in accordance with the approved RFP document and associated regulations.					
<b>Competitive Negotiation</b>		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.					
<b>Alternative Competitive Method</b>		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.					
<b>Non-Competitive Negotiation</b>		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.					
<b>Other</b>		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."					
<b>Budget Officer Confirmation:</b> 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.					<b>OCR USE - FA</b>		
 Wesley O. Farls 7 March 114							
<b>Speed Chart (optional)</b>				<b>Account Code (optional)</b>			

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CORRECTION  
AND  
PHARMACORR, LLC**

This Contract, by and between the State of Tennessee, DEPARTMENT OF CORRECTION (TDOC), hereinafter referred to as the "State" and PHARMACORR, LLC, hereinafter referred to as the "Contractor," is for the provision of Pharmacy Services for TDOC prison facilities throughout the State of Tennessee, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.

Contractor Place of Incorporation or Organization: ~~St. Louis, MO~~ Delaware *gmv*

Contractor Edison Registration ID # 168040

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall provide for dispensing, packaging, and shipping of all prescription medications ordered for inmate treatment by the State's medical and mental health providers. 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. The Contractor shall also provide prescription medications for the Department of Correction. The State shall reimburse the Contractor for the actual cost.

**A.3. GENERAL PROVISIONS**

The Contractor must provide the following products and services under this contract

- a. Delivery of Inmate Pharmacy Services
  - b. Equipment and Supplies
  - c. Delivery of On-Site Pharmacy Services
  - d. Medication Immediate Start and Emergency Supplies
  - e. Emergency Mobile Crash Cart
  - f. Mail order pharmacy
  - g. Medication Administration record
  - h. TDOC Formulary Medications
  - i. Formulary and Utilization Management
  - j. Patient Care Conferences/Education/Training
  - k. Investigation and follow-up of grievances and complaints
  - l. Continuous Quality Improvement and Pharmacy and Therapeutic Committees Participation
  - m. Peer Review
  - n. Data and Reports
  - o. Contract Close-out and Transition
  - p. Return Medication
  - q. Disposal of Medication
  - r. Local Backup pharmacies for emergency purchases with negotiated rates less than retail
- A.4. The Contractor shall provide the most effective and lowest cost Pharmacy Services and shall be solely responsible for provision and payment of any and all costs including materials, equipment, product systems, travel and shipping, necessary to promptly execute the performance of this contract as it relates to the provision of pharmacy services.
- A.5. The TDOC has the sole authority to 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.

- A.6. 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. The TDOC requires the Contractor to provide appropriate representatives at regular meetings, to address inmate health needs on an array of substantive issues. The Contractor shall attend all committee meetings as required by the department.
- A.7. 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. The Contractor shall assume full responsibility for the complete provision of pharmacy services effective upon the Contract start date, upon receipt of the appropriate Notice to Proceed. Though expected to be fully capable of performance at the start of the Contract, the Contractor shall not be entitled to any remuneration for any transition services that precede the Contract "Go Live" date.
- A.9. At the department's request, the Contractor shall participate at no additional cost in the development and transition plan for any new facility and/or mission change at any existing facility and shall send a representative to related meetings.
- A.10. The contractor shall be responsible for all aspects of pharmacy services including, but not limited to: procurement; inventory control; dispensing; and disposal of all pharmaceuticals. There also shall be provisions for prompt delivery, professional consultations, emergency pharmacy services, software and hardware associated with the receiving, distribution, credits in a state correctional system, pharmaceutical products, compounded pharmaceuticals for all prescriptions, non-prescriptions and intravenous solutions, pumps, sets and supplies, over the counter medications, keep on person medications, saliva substitutes, ointments, and emergency medications as ordered by providers.
- A.11. The Contractor will be responsible for filing and maintaining all required pharmacy licensing, permits, records and documentation. TDOC is responsible for any facility related licensing fees.
- A.12. The Contractor shall partner with a Group Purchasing Organization (GPO) (i.e. Minnesota Multi-state Contracting Alliance for Pharmacy (MMCAP), MedAssets or Novation) or provide evidence of more favorable pricing.
- A.13. Delivery of Inmate Pharmacy Services

The Contractor shall begin services immediately upon approval of the Contract. The delivery of Inmate Pharmacy Services shall consist of the components to assure that all systems are functioning as proposed in the contract.

1. The Contractor shall ensure that there are no interruptions in service directly or indirectly related to the vacancies of the contractor's staff resulting in insufficient personnel to complete services set forth in this Contract.
2. The high-level plan to immediately assume the responsibility of the pharmaceutical program set forth in this Contract shall include, but is not limited to:
  - (a) Staffing plan
  - (b) Orientation and training plan for Contractor's staff and sub-contract staff
  - (c) MAR Implementation Plan
  - (d) Physical inventory of all pharmaceutical supplies and equipment on hand.
  - (e) Local backup pharmacies to include emergency medications plan

- (f) Data management plan, security data, and disaster recovery plan
- (g) Rebate/discount/revenue calculation methodology
- (h) Comprehensive report/tracking method of all matters regarding licensure and timely acquisition of such licenses and certificates
- (i) Equipment needs analysis and procurement plan
- (j) Physical inventory
- (k) Orientation of clinical staff in the clinical aspect of the pharmacy operation.

3. The Contractor's pharmacy services plans shall include an acknowledgement of the obligation and description of the provider's ability to adhere to and maintain compliance, throughout the term of the contract, with the following.
  - (a) Applicable Federal and State laws and regulations, including but not limited to those relating to the control of pharmaceuticals and those defining certification or licensing requirements and scope of occupational practice.
  - (b) 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 TDOC.
  - (c) Health care standards of the American Correctional Association (ACA)
4. The Contractor shall be responsible for salaries/wages and travel expenses of its employees and/or sub-contract staff while in training.

#### A.14. POLICIES AND PROCEDURES

- a. The Contractor, their employees and sub-contractors shall conform with any applicable federal, state and local laws, court decisions, court orders, consent agreements and Tennessee Department of Correction (TDOC) policies whether currently existing or as may be enacted, rendered, issued or amended during the term of the contract. 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. The Contractor must comply with state policy and standards for communication, computers and state policies on acceptable usage of internet and email and State Enterprises Security Policy

#### A.15 HIRING PROCESS AND RETENTION

- a. The TDOC Clinical Services Director, and the Medical Director, shall be provided the opportunity to review the credentials and meet with the Contractor's designated Clinical Pharmacists.
- b. The TDOC 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 TDOC 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. The State shall waive orientation for the Contractor's employees who have completed orientation within the preceding two years as TDOC employees or employees of a predecessor contractor and are assigned to the same institution.

- b. The Contractor shall implement training on any revisions to directives, manuals, policies, protocols, and procedures and shall institute a program of annual refresher training. 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 TDOC for review 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, 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.21.b and any additional staff needed to meet the requirements of this Contract.

- a. All staff performing under this Contract must meet the licensing and certification requirements of the boards relating to the performance discipline contained in Tennessee Code Annotated.
  - 1. The Contractor's in-state Pharmacist providing services shall be licensed by the State of Tennessee Board of Pharmacy.
  - 2. All pharmacy professionals, including pharmacy technicians, providing services under this contract must provide the following:
    - (a) proof of licensure or certifications to TDOC before any services are performed under this contract
    - (b) maintain licensure or certification
    - (c) Professional malpractice liability insurance in the State of Tennessee and immediately provide TDOC with a copy of each renewal upon receipt
    - (d) Competent pharmaceutical care in accordance with state and federal laws
- b. Following are considered Key personnel and are required for this contract:
  - 1. Dedicated clinical pharmacist that serves as the point of contact for this Contract and will be responsible for and have the authority to resolve issues that affect multiple institutions. The clinical pharmacist provides consulting support in every aspect of the pharmacy services. Services must include advising on drug of choice, drug utilization, drug interactions, and research. This person shall participate on the Pharmacy and Therapeutics Committee, a sub-committee of the Statewide Continuous Quality Control Committee. This position shall work with TDOC and the Medical and Mental Health Vendors related to provider prescribing practices, ordering utilization, and drug interaction education. This position must be based in Tennessee.
  - 2. A Pharmacy Contract Manager that provides contractual oversight for the day-to-day operations of this contract. Although it is expected that the Pharmacy Contract Manager will be located off-site, upon request, the Department will consider providing space on-site for this Contract Manager, either primarily or part-time.
  - 3. Pharmacist available 24-hours per day, seven days per week to process requests for emergency medications, provide clinical pharmacy consultation and to minimize expense for back-up pharmacy services.

- c. All credentialing related documents (federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor) shall be submitted electronically to the department as delineated in this Contract and within one month after the renewal date of the credential thereafter.
- 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 clinical pharmacists and any designated backups:
  - Signed application and required background check
  - Verification of education, training, and work history
  - Professional references
  - Malpractice claims history
  - Current license to practice
  - DEA certificate(s)
- e. The Contractor shall provide any professional oversight of personnel as required by law for the applicable licensing, certificate or registration, cooperative agreements and specialty board certifications or notices of eligibility for certification.
- f. In the event of vacant positions, the Contractor is required to provide adequate coverage to meet all required services.
- g. The Contractor shall maintain TDOC'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.

**A.18 CONTRACTOR STAFF SCREENING**

The Contractor shall retain documentation regarding the employment screening of all potential on-site employees, including on-site employees of subcontractors. The Contractor, at a minimum, shall include the following in its pre-employment review:

- 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 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 TDOC 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 within twenty four (24) hours. Documentation of any disciplinary incident shall be provided upon request by the TDOC.

**A.21. EQUIPMENT AND SUPPLIES**

- a. The Contractor shall supply all packaging equipment, furniture, office supplies, and any other supplies and equipment needed to provide pharmacy services as necessary outside of any Department institution (off-site). The Contractor shall be responsible for the maintenance, or replacement of non-functioning existing medication carts, on-site refrigerators for medication storage, other medication storage, and other on-site medication administration and storage equipment. The Contractor shall be responsible for maintaining inventory of all medications and equipment used in the delivery of, storage of, or processing of medications.
- b. The Contractor shall conduct an equipment needs analysis and provide the State with a procurement plan for approval.
- c. The Contractor shall utilize each facility's pharmaceutical inventory, which is available at the beginning of the contract period.
- d. Physical inventory of pharmaceutical supplies and equipment shall be conducted jointly with each institutions Warden or designee and the Contractor's designee. Consumable supplies shall be valued at cost. Equipment shall be valued at the lower cost or market, 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, another 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 procurement of minor equipment required to provide services outlined in this Contract but existing State-owned equipment can continue to be used. The Contractor shall be responsible for preventive maintenance, servicing and repair of all State-owned equipment.
- f. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the TDOC for the

Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the TDOC in good order and condition as when received, reasonable use and wear thereof excepted.

- g. 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.
- h. All equipment and supplies deemed to be necessary under this Contract requires approval from the TDOC Medical Director and the Director of Clinical Services prior to the purchase.
- i. 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.
- j. 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
- k. Telephones and Telephone Lines. The Contractor shall be responsible for cost and the installation of any special lines required for pharmacy equipment such as facsimile, scanners, or any other equipment. The Contractor shall provide facsimile machines, scanners, printers, and computers or any additional equipment necessary for transmission of pharmaceutical orders and all aspects of pharmacy services. Communication and computer equipment and installation must be coordinated with the on-site IT Tech

#### **A.22. DELIVERY OF ON-SITE PHARMACY SERVICES**

- a. The Contractor bears ultimate responsibility for the delivery of pharmacy services to the inmate population in all TDOC facilities, excluding the Corrections Corporation of America (CCA) privately managed institutions, by delivering 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 Sunday delivery) where commercially available.
- b. The Contractor shall supply prescription and nonprescription medications and supplies, as applicable, to each facility within each Service Delivery Area, using Contractor-supplied transportation, in unit dose blister pack and/or other packaging as approved by the TDOC. The contractor shall use unit-dose system for dispensing patient specific medications unless contraindicated by manufacturer. The blister card system is required; 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. The Contractor shall be responsible for packaging all deliveries to each institution appropriately.
- e. The Contractor shall establish a stock supply of commonly prescribed medications (including prescribed drugs and biological and related supplies for all orders and reorders for administration to offenders, prior to receipt of their actual offender specific prescription.
- f. Included in the responsibility for supply are prescription medications, controlled drugs, Mantoux serum, influenza vaccine, hepatitis vaccine, and other related items.
- g. 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.
- h. 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.
- i. 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 no matter what during the required time period. Any such instance of a disagreement shall be reported to the TDOC Medical Director within ten days of occurrence.
- j. The Contractor shall generate a Medical Administration Record (MAR) for all active prescriptions. MARs should include a staff signature area on the front of the MAR. The MAR's shall be delivered to each institution five (5) days before the end of the calendar.
- k. The Contractor shall supply a list of offenders for each site whose maintenance medications are within 30 days of expiration.
- l. The TDOC 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.
- m. The proposer should provide a satisfactory plan for holiday and emergency deliveries for approval by the TDOC Pharmacy and Therapeutics committee within 30 days of the contract implementation date. A pharmacist must be on call 24 hours a day, seven (7) days a week. A maximum 60-minute response time is required. If it is a long distance number, the contractor must provide a toll free number.
- n. 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. For prescriptions dispensed in Tennessee, the Contractor must meet all applicable Tennessee and Federal laws. The Contractor must possess all necessary licenses and certifications by time of notice of award recommendation.
- o. All drugs and biologicals shall be labeled in complete compliance with local, state and federal law.

- p. 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.
- q. The Contractor shall label all drugs and biological with cautionary instructions using auxiliary labels as required, describing drug reactions, interactions, cautions, etc.
- r. The Contractor must utilize peel-off reorder labels for transmitting reorders to the pharmacy.
- s. The Contractor shall track the following information:
  - 1) patient medication which may, for any reason, be contraindicated
  - 2) data on Clinician prescribing practices
  - 3) information on drugs prescribed and costs; and
  - 4) Patient specific information
- t. Medication supplied for inmates being released from TDOC custody shall be in accordance to Policy #113.70.

#### 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. The State Medical Director shall review all requests for emergency medication on a monthly basis.

- a. **On-Site Starter Doses:** Drugs and stock quantities for starter doses shall be available in amounts determined at the start of the contract presented by the Contractor to the TDOC Medical Director for review and approval. This stock list will be referred to as the Stock Formulary. This formulary will utilize to 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 purpose of this is to manage the amount of on-site medication to the minimum amount needed to meet the needs of the institution and to avoid the need to purchase medications locally as well as assure needed medications are on hand when needed. These adjustment recommendations will be provided to the TDOC Medical Director 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. Any stock medication ordered shall be prescribed for no more than seven (7) days, to include both prescription medication as well as over-the-counter medication. The amount should be only those quantities needed prior to delivery of medications from the Contractor.
- c. A completed accountability sheet shall be returned to the pharmacy (for reconciliation of doses) when stock is depleted. The drugs shall be recorded and reissued when medically appropriate and ordered by the Clinician. 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 three four months of the monthly inspection date. If those stock starter drugs are not used in the following months' time (then set to expire within three months), the Contractor will immediately replace those drugs with fresh equivalent replacements 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. Documentation of controlled drugs 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 within the guidelines of all Federal and State laws.

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

- a. If an emergency "stat" need has been designated the institutional staff may be authorized by the pharmacy contractor to obtain sufficient medication by local purchase from a pharmacy subcontracted by the Contractor. If this occurs the quantity purchased will be limited to, the amount needed prior to arrival directly from the contractor. The Contractor shall log and acknowledge all orders received by return email, fax, or other appropriate recorded return communication. The contractor may also have the ability to have the medications delivered to the appropriate facility 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 emergencies. The Department's Medical Director will make the final determination regarding any such request.
- c. 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.
- d. The Contractor shall be responsible for the delivery of the emergency/stat medications to the institution using Contractor-supplied transportation. The Contractor shall be reimbursed at actual cost of emergency/stat medications including delivery fee.
- e. Emergency medication services shall be provided on a seven (7) day a week, twenty-four (24) hour per day basis, including holidays.

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

- a. The Contractor shall make determinations on emergency mobile crash cart drugs and stock quantities in conjunction with the Medical Contractor's statewide Medical Director and the TDOC Medical Director. Based upon information received from the Medical Contractor, the Contractor will receive orders to replenish stock medication to the emergency mobile crash cart.
- b. All medication mobile crash cart contents shall be listed on the outside of the cart and carts shall be restocked as necessary.
- c. 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 replacements 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 Formulary in existence at the time the Contractor takes over that has been approved by the Medical Director in accordance with TDOC policy.
- b. The TDOC Formulary can only be modified by the Pharmacy and Therapeutics Committee with approval of the TDOC Medical Director.
- c. The TDOC Formulary list shall be made 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.
- d. The most current formulary list shall be available at all times and shall be appropriately indexed and marked as to version to reflect the effective dates and nature of changes. A notation shall be made to indicate the effective date of any modification on the TDOC Formulary and shall be appropriately indexed and marked as to version number to reflect the effective dates and nature of changes.
- e. If a formulary medication cannot be used for a specific patient, a non-formulary request must be initiated by the on-site primary care provider for both medical and mental health disciplines. 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.
- f. Any prescription for a non-formulary medication shall be reviewed by the TDOC Medical or Mental Health Contractors or the TDOC Medical Director or designee and forwarded to the Contractor who shall determine whether sufficient documentation has been provided to support the non-formulary request, and whether formulary alternatives were sufficiently exhausted. Orders for non-formulary medication must be filled on time; any disputes will be handled afterwards.
- g. The pharmacist shall return a non-approved prescription to the prescribing physician with a replacement alternative for non-emergent requests within 24 hours; emergent/stat requests must be responded within 4 hours of receipt.
- h. A Clinician may appeal a determination to reject a non-formulary prescription to the appropriate Contract Medical Director assigned to Tennessee. The TDOC Medical Director has the authority to give the final determination on all disputes among physician staff of all contractors to include the pharmacy.
- i. Pharmacy audits, capturing all non-formulary orders, will be performed; reviewing any non-formulary order 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. Specific Clinician ordering patterns will also be reviewed. This non-formulary, process compliance audits will be provided to the TDOC Medical Director on a monthly basis.

#### A.27. TDOC OTC LIST

- a. The contractor shall be provided the OTC list in existence at the time the Contractor takes over that has been approved by the Medical Director in accordance with TDOC policy.
- b. The TDOC OTC list can only be modified by the Pharmacy and Therapeutics Committee with approval of the TDOC Medical Director.
- c. The TDOC OTC list shall be made 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 pharmacy services 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 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 evacuation procedures, etc. If in the opinion of the TDOC Medical Director any drill evidenced a significant deficiency and unsatisfactory result, the disaster or other drill shall be re-conducted at the direction of the TDOC Medical Director.
- 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 grade level appropriate for the general population. Each educational item should be reviewed by the TDOC Pharmacy and Therapeutics committee to ensure appropriateness. In addition, the Contractor should provide patient education materials that are suitable for group education. This may include multi-media presentations, such as videos, that should allow TDOC, or Medical Vendor staff eases of presenting the material.

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

Patient Care Conferences may be planned and implemented for any medical or mental health patient noted to be out of the ordinary such as those with multiple diagnoses requiring acute attention to treatment to avoid error, behavioral problems disrupting clinical services, or out of state persons that may require special planning for continuity of care.

- a. The Contractor's clinical pharmacist shall attend such Patient Care conferences as requested.
- b. Contractor must agree to provide on-site, in-service training and continuing education upon request of TDOC through 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 related to advising on a drug of choice, educating 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**

Inmate correspondence or correspondence from any person of interest relating to this Contract received by TDOC shall be reviewed and forwarded to the Contractor if response is appropriate.

- a. All correspondence relating to complaints and all grievances shall be investigated and responded to consistent with TDOC policy and procedures.
- b. TDOC, 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**

The Contractor will coordinate with the State regarding all committee meeting dates/times/locations and the recording of meeting minutes.

- (1) **State Continuous Quality Improvement (CQI) Committee.** Statewide quality improvement meetings are to be held quarterly or more frequently if necessary. At a minimum the contractor's Statewide Administrator, and the contractor's pharmacist may be requested to attend this meeting.
  - a. The Contractor shall comply with the State's quality improvement Initiatives in accordance with TDOC policy.
  - b. The Contractor may be requested to participate in quarterly State-Wide Continuous Quality Improvement Committee meetings and reviews collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between disciplines.
  - c. The Contractor shall provide TDOC and the CQI Committee with documentation of internal CQI meetings for its employees and subcontractors including measures of performance and quality improvement outcomes.
  - d. The Contractor shall develop with TDOC 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.
  - e. The Contractor shall maintain perpetual narcotic-controlled substance inventories at each site.
  - f. The Contractor shall provide oversight of the pharmacy operation with a minimum of quarterly visits to 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, TDOC process related to medication security (medication-box seals and logs), etc.
  - g. Provide a proactive analysis of refill frequency and intervene to ensure medications are not refilled too soon, utilizing best practices related to re-fill-too-soon requests.
  - h. All expired and overstocked Controlled Substances (Schedule II-IV) shall be removed by the pharmacist during on-site visits.
  - i. The contractor pharmacist shall assist in completion of American Correctional Association (ACA) Adult Correctional Facility Performance Based Health Care Audits. The Contractor Pharmacist shall assist in providing outcome measure data for these audits.
- (2) **Pharmacy and Therapeutics Committee:** The Contractor shall work in cooperation with the TDOC Medical director to coordinate a statewide Pharmacy and Therapeutics Committee (P&T). The TDOC Medical Director will chair this committee which will meet quarterly or more often if necessary. The purpose of the committee is: the development

and review of the formulary and any recommended additions or deletion as recommended by the TDOC, Medical's Vendor Clinical Pharmacologist, Mental Health's Vendor Clinical Pharmacologist and Pharmacy Vendor. In addition any information related to specific medications such as change in indications, drug-drug interaction, or warnings will be discussed. The contractor's Clinical Pharmacologist shall attend meetings and be responsible for discussing reports related to inmates on prescriptions, listing the most costly medications, as well as comparison to other states based on other contracts of the vendor or research on medication costs for other DOCs, identify trends and promote cost effective practices for the Contractor and the Other Healthcare Contractors under the auspices of the TDOC.

**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 results shall be communicated to the TDOC 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.37.a., a clinical pharmacist-specific peer review shall be conducted at the request of the TDOC Medical Director if services are deemed to be below standards such that concerns related to ongoing competency are raised. Such a review must be completed within 10 working days of the request, and e-mailed within that same time to the TDOC Medical Director/designee.

**A.34. DATA AND REPORTS**

- a. The Contractor shall be responsible for the development and/or upkeep of electronic data tracking in a format approved by the State, and with the capacity to provide reports to the TDOC. The Contractor must be able to respond to various electronic data requests as they arise. Reports must be provided at no cost to the State. The electronic data request must be in a format and medium approved by the State/TDOC.
- b. The Contractor must utilize a management information system that will provide necessary cost and statistical information on a statewide and institutional basis for the TDOC to monitor performance. The system to include licensed reference materials, software, personnel and their functions will be reviewed with the TDOC Medical Director or Designee within 30 days from the start of the contract. 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 breakdown the cost for HIV/Acquired Immune Deficiency Syndrome (AIDS), Hepatitis B, Hepatitis C antiretroviral medications and psychotropic medication categories prescribed by a physician or mid-level providers.
  6. A list of the 20 medical medications and 5 psychotropic medications with 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; Prescriptions filled in conjunction with inmate releases to the community;
  12. Delivery reports by date and institution including emergency deliveries; and
  13. Other reports as deemed necessary by the TDOC.
- c. The Contractor shall also submit a narrative monthly report delineating the status 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.
- d. The Contractor shall also provide a report 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

In addition, the Contractor shall provide a cumulative semi-annual grievance and complaint report. The report shall be filed in July and January of each contract year analyzing grievance and complaint data for the immediate preceding relevant six-month period 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.

- e. The Contractor will provide TDOC remote access to their computer database, including but not limited to the following:
- (1) Computerized reports
- Contractor's offender eligibility database must be able to export to data and reports in Microsoft Excel compatible format.
- f. Monthly information and utilization reports shall be submitted to the State no later than the tenth business days of the month following the month the report reflects in a form and format prescribed by TDOC.
- g. All databases/data tracking tools are subject to periodic revisions and updates and shall be made electronically available to Department management upon request and without delay.
- h. The Contractor must report and track any cost savings initiatives.

1. 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 prisoners other than as required by those Contract, statute or regulation.

**A.35. RETURN MEDICATION**

The Contractor must provide a method for return and credit for medications returned.

- a. The Contractor must identify which medications can be returned and the credit that will be issued to the Department on a monthly basis. The Contractor must develop a protocol for reimbursement for all medications to be returned at the dispensed price.
- b. The contract must provide credit for split medications.
- c. Expenses including shipping cost of the returned medication are the responsibility of the Contractor.
- d. The Contractor must provide written documentation of all drugs returned for credit and disposal including the justification when credit is not given.
- e. All returns must be addressed within seven days of receipt of the return. The report must be provided back to the institution and the State documenting the credit by drug and the reason for no credit.
- f. The State will not pay any fees for processing the return of any drugs at any time throughout the duration of the contract. This includes, but is not limited to expired medication returns, shipping errors, etc.
- g. The Contractor must have a documented process to address discontinued medications and recalled medications. These protocols shall include but not be limited to notification procedures, timeframes for notification, and the methods of disposing of recalled medications.

**A.36. DISPOSAL OF MEDICATIONS**

The Contractor must provide a consistent statewide mechanism for the disposal of all medication as approved by TDOC 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

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

- a. The Contractor must provide local back-up pharmacy distributor/suppliers to provide pharmacy services in the event that the Contractor cannot provide the required pharmaceuticals, in the timeframe, via mail order, including Sundays, holidays and afterhours.
- b. The Local Pharmacy mechanisms must be used in the event the medications are required prior to the next business day.
- c. Delivery requirements of back-up pharmacy services should be within the operation hours of the pharmacy and within the same business day of receipt of the order.
- d. The Contractor is responsible for all pharmaceuticals purchased for the local pharmacies.
- e. The Contractor is responsible for arranging delivery to the TDOC facility and is responsible for all delivery cost to the facility.

- f. The back-up pharmacy shall be within 30 miles of the correctional facility. For areas where a local pharmacy is not within 30 miles of the correctional facility the contractor must state the pharmacy that will be used and the distance from the facility
- g. The contractor must negotiate pharmaceutical pricing with the local pharmacies less than retail.
- h. The Contractor must implement a process that includes a preauthorization mechanism for all local pharmacies

**A.38. REBATES/DISCOUNTS/REVENUE**

- a. The contractor must provide complete transparency and an audit trail for all discounts, rebates, and other revenue to the TDOC on a quarterly basis.
- b. The contractor must fully disclose the types of rebates/discounts/revenue they are currently receiving.
- c. The contractor must participate in a revenue audit upon completion of the contract. Failure to disclose all revenue to the TDOC as a result of the revenue audit finding may contribute a material breach of the Contract and result in Contract termination.
- d. The contractor must provide 100 percent of all rebates/discounts/revenue to the TDOC on a quarterly basis. This includes all retroactive rebates paid in a quarter an annual basis in addition to those provided at the time of order.
- e. Actual cost is defined as the Contractor's acquisition invoiced cost of medication using the invoiced price most recently purchased just prior to the date of shipment by the Contractor to TDOC and not all aforementioned Rebuild/Discounts/Revenues.

**A.39. PRISON RAPE ELIMINATION ACT (PREA). Contractor agrees to abide by the 2003 Prison Rape Elimination Act, 42 U.W.S.C, 15601 through 15609 (PREA), and Title 28 CFR Part 115, as delineated in TDOC Policy #502.06.**

**A.40. CONTRACT MONITORING**

The Contractor is required to meet the performance measures listed below. To evaluate and assess that all standards are being met and that the Contractor is in full compliance with the Contactor's proposal and this contractual agreement, the TDOC shall provide Contract Monitors. The Contactor's activities shall be subject to monitoring and evaluation by the State in accordance with section below of this contract. To accomplish this objective the Contractor shall cooperate fully with all monitoring activity and ensure that the TDOC Contract 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 perform, but not be limited to, the following tasks:

- a. Review of service levels, quality of care, and administrative practices as specified in the contract.
- b. Report on a monthly basis to the TDOC Clinical Director and the TDOC Medical Director to address contractual issues.
- c. Assist in the development of contractual changes (amendments) for approval by the Director of Clinical Services or designee.
- d. Review the Contactor's documentation to ensure compliance with contractual obligations.
- e. Review of the Contactor's Personnel Work Schedules, Time Sheets, Personnel Records, and Wage Forms to ensure compliance with staffing levels and contractual obligations.
- f. Review of all files, records, and reports pertinent to the provision of inmate health care.

- g. Review of pharmacy billings to determine appropriateness to contractual specifications and cost effectiveness to the TDOC.
- h. Conduct site visits and interviews as required, to provide a pharmacy service program.
- i. 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 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.41 CONTRACT CLOSE-OUT AND TRANSITION

Upon termination of this Contract, either through expiration, or a termination to expiration, the Contractor shall fully cooperate with all reasonable period of time after the expiration of this project or contract, all reasonable transition assistance requested by TDOC, to all of the expired or termination portion of services to continue without interruption or adverse effect and to facilitate the orderly transfer of such services to the TDOC or a new contractor. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract. The Contractor shall:

- a. Provide reasonable access to the successor contractor to the Contractor's On-site Clinical Pharmacists between 30 and 60 days of the Contract end date. If less than 30 days of the Contract term remains as of the time a successor contract is awarded the Contractor shall make special efforts to provide the successor 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 contractor as of the end of final day of the Contract.
- d. As requested by the Department Contract Manager, provide appropriate representation at work initiating meetings between the Department and the successor contractor 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 timely and properly performed. Specifically, the Contractor shall ensure that:
  - (a) The final invoice to the Department is submitted within 31 days of the end of the Contract
  - (b) All supplies, equipment, manuals, etc. owned by the Department are turned over to the Department as of the end of the Contract.
  - (c) 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.

#### B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning March 10, ~~2014~~ <sup>2014</sup>, and ending on **February 28, 2015**. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **FOURTEEN MILLION FIVE HUNDRED FORTY THOUSAND DOLLARS (\$14,540,000.00)**. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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)
Dispensed Medications as Defined in Section A of this Contract.	\$ Actual Cost as defined in Section A.38
Drug Dispensing Handling Fee <sup>1</sup>	\$ 3.75

<sup>1</sup> The Dispensing Handling Fee shall include:

A Dispensing fee (per prescription) will include charges for all other services rendered to the State including, at a minimum, service fee (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, 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 present said invoices no more often than monthly, with all necessary supporting documentation, to:

TENNESSEE DEPARTMENT OF CORRECTION, ACCOUNTS PAYABLE  
 3<sup>RD</sup> FLOOR, RACHEL JACKSON BUILDING  
 320 6<sup>TH</sup> AVE. NORTH  
 NASHVILLE, TN 37243-0465

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: TENNESSEE DEPARTMENT OF CORRECTION, ACCOUNTS PAYABLE;
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (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
  - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice 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) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service 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 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. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said 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 (ACH).

- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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 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, each 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.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six 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 months has been, an employee of the State of Tennessee.

- 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 handicap or 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 ONE, 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* 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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*

- D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. 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.14. 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.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. 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.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. 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.19. 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.20. 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.21. 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:

Marina L. Cadreche, PSY.D.  
 Tennessee Department of Correction  
 6<sup>TH</sup> Floor Rachel Jackson Building  
 320 6<sup>TH</sup> Avenue North  
 Nashville, Tennessee 37243-0465  
[Marina.Cadreche@tn.gov](mailto:Marina.Cadreche@tn.gov)  
 Telephone # 615.253.8157  
 FAX # 615.532.3065

The Contractor:

Chuck Jones, President  
**PHARMACORR, LLC**  
 12647 Olive Boulevard  
 St. Louis, MO 63141  
[Chuck.Jones@CorizonHealth.com](mailto:Chuck.Jones@CorizonHealth.com)  
 Telephone # 314.919.9303  
 FAX # 314.919.9690

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, 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 period of this Contract.

- E.5 Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6 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) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance 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. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.
- E.7. 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.8 Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance

where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the COMMISSIONER, for such decision and non-competitive procurement.

- E.9. 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 and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

IN WITNESS WHEREOF,

PHARMACORR, LLC:



3.6.14

CHUCK JONES, PRESIDENT	CONTRACTOR SIGNATURE	DATE
JONATHAN WALKER		
CHIEF DEVELOPMENT OFFICER		

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:



07 MAR 14

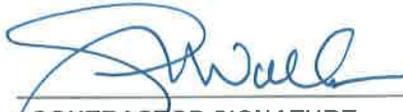
DERRICK D. SCHOFIELD, COMMISSIONER	DATE
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## ATTACHMENT ONE

## ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	32901-14101
CONTRACTOR LEGAL ENTITY NAME:	PHARMACORR, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	73-1489973

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.




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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.

Jonathan Walker

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PRINTED NAME AND TITLE OF SIGNATORY

3-6-14

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DATE OF ATTESTATION