

CONTRACT #7
RFS # 329.01-31140
Edison # 32337

Department of Correction

VENDOR:
Corizon, Inc.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	William M. Anderson	*Contact Phone:	(615) 253-8104		
*Presenter's name(s):	Derrick D. Schofield, Commissioner Wes Landers, Chief Financial Officer				
Edison Contract Number: <i>(if applicable)</i>	32337	RFS Number: <i>(if applicable)</i>	32901-31140		
*Original or Proposed Contract Begin Date:	July 1, 2012	*Current or Proposed End Date:	June 30, 2015		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	July 1, 2015				
*Department Submitting:	Correction				
*Division:	Health Services				
*Date Submitted:	June 26, 2015				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Unforeseen delay in Behavioral Health RFP necessitates extension of end date to complete a quality RFP.				
*Contract Vendor Name:	Corizon, Inc.				
*Current or Proposed Maximum Liability:	\$42,920,653.00				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY	FY
\$10,000,000.00	\$10,900,000.00	\$12,000,000.00	\$10,020,653.00	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2013	FY: 2014	FY: 2015	FY:	FY	FY
\$9,998,962.19	\$10,851,873.66	\$9,502,210.76	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the					

Supplemental Documentation Required for
Fiscal Review Committee

reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:	\$42,920,653.00	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		N/A	
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$42,920,653.00	
*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.		For a six month extension of such a complex contract, to consider an alternate provider would be impractical and not in the best interest of the State.	

Tennessee Department of Correction

Payments to Corizon (Contract #32337)

July 1, 2012 thru June 26, 2015

Summary by Fiscal Year (FY15 is thru 6/26/15)

Fiscal Year	Amount
FY13	\$9,998,962.19
FY14	\$10,851,873.66
FY15*	\$9,502,210.76
Total	\$30,353,046.61

*Includes payments for services performed from July '14 - April '15.

Vendor Name	Corizon Inc
Vendor ID	0000046610

Fiscal Year	Invoice Date	Voucher ID	Total
FY13	10/10/2012	00019763	825,744.20
		00019764	833,844.96
		00019766	805,917.55
	11/5/2012	00020063	839,377.96
	12/5/2012	00020635	811,147.29
		00021730	847,959.89
	2/7/2013	00022210	861,123.61
	3/7/2013	00023171	745,859.92
	4/3/2013	00023995	860,614.20
	5/8/2013	00025127	829,988.10
6/4/2013	00026047	877,760.09	
7/5/2013	00026604	859,624.42	
FY13 Total			9,998,962.19
FY14	8/6/2013	00027615	928,003.39
	9/5/2013	00028122	933,940.01
	10/4/2013	00029513	866,485.85
	11/6/2013	00029943	911,304.89
	12/4/2013	00030370	752,403.64
		00031476	891,029.91
	1/7/2014	00032095	902,558.52
		00033030	820,333.91
	3/6/2014	00033030	820,333.91
	4/7/2014	00034653	938,062.28
	5/7/2014	00035025	895,865.63
		00035756	150,962.00
	6/5/2014	00035698	946,478.29
6/30/2014	00036535	914,445.34	
FY14 Total			10,851,873.66

Fiscal Year	Invoice Date	Voucher ID	Total
FY15	7/31/2014	00037563	979,388.44
	9/5/2014	00038645	991,880.79
	10/6/2014	00039336	954,060.51
	11/5/2014	00040167	990,934.91
	12/5/2014	00041894	948,598.24
	1/7/2015	00041898	978,861.91
	2/4/2015	00042536	970,233.95
	3/10/2015	00044267	870,860.70
	4/7/2015	00044550	898,708.80
	5/5/2015	00045085	918,682.51
FY15 Total			9,502,210.76
Grand Total			30,353,046.61



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31140	Edison ID 32337	Contract # 32337	Amendment # 1		
Contractor Legal Entity Name CORIZON, INC.			Edison Vendor ID 46610		
Amendment Purpose & Effect(s) MENTAL HEALTH SERVICES					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 12/31/2015			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	10,000,000.00				10,000,000.00
2014	10,900,000.00				10,900,000.00
2015	12,000,000.00				12,000,000.00
2016	10,020,653.00				10,020,653.00
TOTAL:	\$42,920,653.00				\$42,920,653.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT #1
OF CONTRACT 32337**

This Amendment is made and entered by and between the State of Tennessee, Correction, hereinafter referred to as the "State" and Corizon, Inc., 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 with the following:

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning **JULY 1, 2012**, and ending on **December 31, 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.

2. The following is added as Contract section D.22.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

3. The following is added as Contract section E.20.

E.20. Prison Rape Elimination Act Compliance

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

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 July 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Corizon, Inc.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

Department of Correction:

Derrick D. Schofield, Commissioner

DATE



CONTRACT

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



Begin Date July 1, 2012	End Date June 30, 2015	Agency Tracking # 32901-31140	Edison Record ID 32937 32337
Contractor Legal Entity Name CORIZON, INC.			Edison Vendor ID 46610

Service Caption (one line only)
MENTAL HEALTH SERVICES

Subrecipient or Vendor
 Subrecipient Vendor

CFDA #

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$13,225,779.00				\$13,225,779.00
2014	\$14,636,956.00				\$14,636,956.00
2015	\$15,057,918.00				\$15,057,918.00
TOTAL:					\$42,920,653.00

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

Ownership/Control

African American Asian Hispanic Native American Female

Person w/Disability Small Business Government NOT Minority/Disadvantaged

Other:

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

RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.

Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.

Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.

Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.

Other 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."

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



OCR USE - FA

FA1339381

Speed Chart (optional)	Account Code (optional) 70804000	Contract #
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
CORIZON, INC.**

This Contract, by and between the State of Tennessee, **DEPARTMENT OF CORRECTION**, hereinafter referred to as the "State" and **CORIZON, INC.**, hereinafter referred to as the "Contractor," is for the provision of **MENTAL HEALTH SERVICES**, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation
Contractor Place of Incorporation or Organization: St. Louis, Missouri 63141-9052
Contractor Edison Registration ID # 43-1281312

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 is obligated to provide the services described herein to inmates incarcerated at the following institutions, as more fully defined in **ATTACHMENT EIGHT**, and **ATTACHMENT NINE**:
- a. Charles B. Bass Correctional Complex (CBCX)
 - b. Lois M. DeBerry Special Needs Facility (DSNF)
 - c. Mark H. Luttrell Correctional Center (MLCC)
 - d. Morgan County Regional Correctional Complex (MCCX)
 - e. Northeast Correctional Complex (NECX) includes
Northeast Correctional Complex (NECX) Annex
 - f. Northwest Correctional Complex (NWCX)
Site One and Site Two
 - g. Riverbend Maximum Security Institution (RMSI)
 - h. Southeastern Tennessee State Regional Correctional Facility (STSRCF) (*scheduled to become Bledsoe County Correctional Complex (BCCX) in January 2013*)
 - i. Tennessee Prison For Women (TPW)
 - j. Turney Center Industrial Complex-Site 1(TCIX) located in Hickman County
Includes Turney Center Industrial Complex-Annex (TCIX) located in Wayne County
 - k. West Tennessee State Penitentiary (WTSP)

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

Additionally, DSNF and TPW house the majority of long-term care, personal care, and acute mentally ill inmates within the TDOC system.

A.3. GENERAL REQUIREMENTS:

- a. All services rendered or required pursuant to this contract shall conform to the following standards. All mental health care services provided must, at minimum, meet the generally accepted standards of mental health care. All care provided shall be constitutionally adequate and designed to meet accreditation standards promulgated by the American Correctional Association. All clinical activity will be conducted in accordance with nationally identified standards and those of State Boards of Licensure. All mental health care must also conform with any applicable federal, state and local laws, court decisions, court orders, consent agreements, and Tennessee Department of Correction (TDOC) policies whether currently existing or as may be enacted, rendered, issued or amended during the term of the contract. Current TDOC policies are posted at <http://www.tn.gov/correction/policies/poly.html>. If any applicable TDOC policy or procedure establishes a higher standard than the national standard then the TDOC policy and procedure will take precedence.



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

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

The Contractor shall provide consultation to the Director of Mental Health Services or designee as requested.

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

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

A.4 ADDITIONAL REQUIREMENTS

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

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

- b. The Contractor shall, when applicable, provide specialized training and develop mental health programming for the treatment of special population to include women, juveniles, sex offenders, trauma victims and/or co-occurring disorders. The Contractor shall provide appropriately credentialed and trained staff to provide these services and follow the program philosophy and design standards as presented by the State.
- c. Upon request, the Contractor shall provide technical assistance to the Director of Mental Health Services or designee or field personnel in developing the following programs: telepsychiatry, self-mutilator treatment, and behavior modification. The Contractor shall be responsible for cost and installation of any special lines installed by the contractor required for telepsychiatry, and equipment such as scanners and/or facsimile for transmission of required documentation for telepsychiatry services. The Contractor shall be responsible for preventive maintenance, servicing and repair of such equipment as approved by the State.

Contractor should anticipate purchasing any additional equipment or furnishings that they feel are needed; e.g., Recreational supplies, upgrades to phone/computer systems that the contractor wishes to have and are approved by the State.



- d. The Contractor shall maximize the use of telemedicine equipment to reduce the need for off-site consultations in scenarios where doing so does not impede the level of care. This technology shall also expedite the distribution of time sensitive training programs and help reduce travel expenses associated with multi-site meetings.
- A.5. **Mental Health Coverage.** The Contractor shall provide accessibility for twenty-four (24) hours per day, seven (7) days per week per calendar year for emergency consultation with the mental health and medical staff. Such availability may be by telephone unless circumstances necessitate on-site delivery. The contractor will comply with all TDOC policies related to response to emergency calls.
- A.6. **Physician/ Advance Practice Nurse (APN) Coverage with Specialized Training in Psychiatry.** The Contractor shall provide on-site physician coverage as specified in the approved Minimum Staffing Requirements, **ATTACHMENT FIVE**, and provide supervision of APN and mid-level providers and consultation to nursing staff. Physician/APN coverage shall include psychiatric services for inmates in crisis stabilization units or cells. The Contractor shall provide an on-call physician and/or APN to ensure 24-hour, seven days per week, emergency coverage with telephone response being required within 30 minutes of a notification call from each facility. A physician and/or APN shall determine whether his/her presence is required, give verbal orders and a treatment plan to nursing staff, and provide on-site treatments for mental health crisis intervention required on a 24-hour basis.
- A.7. **Nursing Protocols.** The Contractor is required to submit nursing protocols to the TDOC Director of Mental Health Services or designee for written approval by the TDOC Medical Director within the first 30 days of the contract start date and annually thereafter. Such nursing protocols shall be consistent with TDOC nursing protocols and require the prior written approval of the TDOC Medical Director. Any changes to said protocols shall require written approval by the State.
- A.8. **Clinical Supervision.** The contractor's licensed staff shall supervise all non-licensed providers in accordance with the Tennessee Health Related Boards Rules and Regulations. The Licensed Alcohol and Drug Abuse Counselors shall provide supervision only for substance abuse services.
- A.9. When applicable, upon approval of the TDOC Director of Mental Health or designee, the appropriately licensed contract clinician will provide clinical supervision to internship or practicum students. Each psychologist or other licensed clinician can be requested by the State to supervise at least two interns. The Contractor's providers shall be available for teaching purposes and providing training as requested by the State.
- A.10. **Documentation.** Contractor's staff shall complete each inmate's medical record with appropriate legible entries in Simple Object Access Protocol (SOAP) format using only standard forms approved by TDOC. All non-standard forms placed in the medical record will require specific approval by the Director of Mental Health Services or designee before placing the form in the record.
- A.11. **Security Considerations.** Due to the nature of correctional facilities, the Contractor must adhere to all security rules of the TDOC. The Contractor shall work with security staff to develop alternatives when particular clinical orders cause particular security concerns within the institution(s).
- A.12. **Scheduling of Services.** In consultation with the case manager coordinator, the Contracted Mental Health Administrator and/or designee at each TDOC site is required to coordinate all inmate mental health appointments with the affected institution(s) and Central Transportation. The Contractor shall provide to the TDOC Central Office, Central Transportation, and affected institution(s) an electronic weekly schedule of all inmates' mental health trips no later than Friday of the preceding week. The schedule shall include the inmates' names, TDOC numbers, type of movement (temporary/permanent), and location of the move.
- A.13. **Response to Grievances/Inquiries:** The Contractor shall provide assistance for response to inmate complaints and other inquiries regarding any aspect of mental health care delivery



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

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

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

- A.14. At the institutional level, the Contractor's clinicians and clinical director shall administratively report to the Mental Health Administrator. Leadership at each facility shall consist of a Mental Health Administrator and a Clinical Director. The Clinical Director shall be responsible for the type and quality of clinical services / programming being provided by his /her Mental Health staff.
- A.15. **Employee Orientation and Training:** The Contractor's service providers shall coordinate with each TDOC warden a block of time to receive pre-service (basic) training and orientation. Training and orientation, in accordance with TDOC Policy 110.01, must be completed prior to the provider actively working on site.
- a. **General Requirements:** The contractor shall develop and submit for the State's approval the contractor's plan for initial orientation and training of the staff. Each year thereafter, the contractor shall provide a minimum of (40) additional hour of job-related training for all full time employees. The training is to include at least eight (8) hours of update training on TDOC policies.
 - b. **Staff Training Curriculum:** The contractor's staff training curriculum must be submitted for the Director of Mental Health's approval by June 30, 2012, and June 30 of each successive contract year.
- A.16. **Background Investigations:** Prior to employment with the Contractor, applicants shall be subjected to a thorough background investigation including criminal and employment histories. As part of the background investigation, the Contractor shall require each person hired or contracted to work at a facility to be electronically fingerprinted in accordance with procedures established by the Commissioner. The State will submit the fingerprints for a criminal history record check. Upon receiving the result, the State will promptly notify the Contractor whether the employee or subcontractor is cleared for further consideration for employment. The criminal history obtained from the National Crime Information Center (NCIC) or FBI may be used solely for the purpose requested, and may not be disseminated outside the Department of Correction or the affected employee. In no instance may an employee or subcontractor be assigned to a post until the criminal history record check has been completed; however, the provider may participate in pre-service training while the check is in process. All other costs associated with employee and subcontractor background checks shall be the responsibility of the Contractor.

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



- A. 17. **Quality Improvement.** The Contractor shall comply with the State's quality improvement initiatives in accordance with TDOC policy. The Contractor shall provide the State with a plan for developing a quality improvement program which outlines the reporting mechanisms which will support quality improvement initiatives.
- a. The Contractor shall monitor and measure various Clinical and, when applicable, Programmatic mental health outcomes. For example, the Contractor shall monitor and evaluate patient response to prescribed psychiatric medications, i.e., the increase or decrease in positive and negative symptoms. The State, in a cooperative effort, shall assist in the development of additional outcome measures.
 - b. The Contractor shall abide by the following schedule for the development, standardization, and reporting requirements of the outcome measures.
 - 1) 90 days after Contract Commencement Date: The Contractor shall propose in writing to the Director of Mental Health Services the standardized outcome measures to be utilized statewide.
 - 2) 120 days after Contract Commencement Date: The Contractor shall have developed, in consultation with the Director of Mental Health Services, draft standardized performance measurement instruments that can be used statewide. The instruments may vary based upon the treatment mission and geographical location, (e.g. Inpatient Special Needs Facility), but the instruments must be universal enough to yield meaningful information. A reasonable reporting schedule for service outcome data shall be determined within four months of the Contract effective date, based upon the type of service being measured (but not less often than quarterly).
 - c. The Contractor shall report to the Director of Mental Health Services the results of any approved and functional performance/outcome measures. The information may be provided in both electronic and paper formats as requested by the State. The results will be utilized for service delivery comparisons such as, but not limited to, effectiveness of service delivery. During the developmental period, a distinction will be made as to whether the performance measure is determining the outcome of a specific program intervention or the expectation of the contractor.
 - d. Upon approved written consent, the Contractor shall conduct or participate in the development of research studies in conjunction with State and/or any other professional entity deemed appropriate by the State.
 - e. The Contract providers will actively participate, when applicable, with the State's Quality Improvement program as it relates to mental health service delivery. The Contractor shall have in place a Quality Improvement Coordinator (QIC) who will work at the direction of the TDOC Director of Mental Health in the ongoing development of Quality Improvement Indicators and studies to develop, implement and oversee clinical guidelines, services and practices to enhance quality and support continuity of care throughout the TDOC mental health delivery system. The Contractor's QIC will participate in the Statewide Quality Improvement Committee as a member and assist in the education and participation of institutional and contract staff in the Continuous Quality Improvement (CQI) Program (CQI). All CQI studies require the approval of the Statewide CQI Committee.
 - f. **Peer Review:** Annually, the work of all licensed mental health providers shall be reviewed jointly by the contractor and appropriate TDOC staff. In an effort to assure clinical performance enhancement, the contractor shall have a peer review program that is approved in writing, by the TDOC Director of Mental Health for the approval of the Statewide CQI Committee within sixty (60) days of the contract execution and annually thereafter, no later than January 1 of each calendar year. The program must either meet or exceed the State's Policy. The State shall be notified of all peer review actions and



results of the peer review shall be shared with the State's Peer Review Chairperson and Director of Mental Health Services. The State shall review the peer review reports and approve the Contractor's plan of corrective action for peer review deficiencies.

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

- A.18. a. **Contract Monitoring.** The Contractor is required to meet the performance measures listed in **ATTACHMENT THREE** of this contract. To evaluate and assess that all standards are being met and that the Contractor is in full compliance with the Contractor's proposal and this contractual agreement, the TDOC shall utilize the services of Contract Monitors. The Contractor's activities shall be subject to monitoring and evaluation by the State. To accomplish this objective the Contractor shall cooperate fully with all monitoring activity and ensure that the Contract Monitors have full access to all corporate files including, but not limited to, personnel records, payroll records, licensure certification, employee evaluations, or any other contract entered into by the Contractor for purposes of carrying out the requirements of the contract. This method of review and reporting shall be ongoing, comprehensive, and expeditious.

The Contract Monitors shall perform, but not be limited to, the following tasks:

1. Review of service levels, quality of care, and administrative practices as specified in the contract
2. Meet on regular basis with the Contractor and TDOC officials to address contractual issues.
3. Assist in the development of contractual changes (amendments) as needed
4. Review the Contractor's documentation to ensure compliance with contractual obligations
5. Review of the Contractor's Personnel Work Schedules, Time Sheets, Personnel Records, and Wage Forms to ensure compliance with staffing levels and contractual obligations
6. Review of all files, records, and reports pertinent to the provision of inmate mental health care
7. Conduct site visits, interviews, and inspections as required.

To ensure that the quality and timely delivery of services are in compliance with the TDOC's policies and other organizational standards in the provision of mental health care, the Contract Monitors will operate independently of the Contractor. The Contract Monitors shall submit a monthly report of provider services and fulfillment of contractual obligations to the TDOC contact person. Based on these reports, the State may require that the Contractor take specified corrective action.

- b. The Contractor shall adhere to the specific performance measures outlined in **ATTACHMENT THREE**. The State shall reserve the right to expand upon existing performance measures or create new ones. The State's expectation is that the Contractor will comply with new performance measures no later than **30 days** after being notified of any new measure(s).
- c. The State's Director of Mental Health shall review mental health performance measures to determine compliance. If services designated to the Contractor are deemed non-compliant, the State's Director of Mental Health shall submit to the Contractor a notice of non compliance citing the specific non-compliant issue(s), and the Contractor will have 15 calendar days to respond regarding the interpretation of the findings. In the event the Director of Mental Health determines, after receiving the Contractor's response or if no response is received after the 15th calendar day, that the findings of deficiency are valid, liquidated damages shall apply as detailed in **ATTACHMENT FOUR - Liquidated Damages Schedule**. The contractor's payment shall be reduced by the amount of any accrued assessment of liquidated damages beginning thirty (30) days after the date of



the notice of non compliance. The TDOC may request the Contractor to provide recommendations to improve the areas found to be of concern to the Department and determine a date to obtain the recommendations. A plan of action with a progress report from the Contractor may be required if such action is requested by the Department.

- d. The Contractor shall distribute on a semi-annual basis, no later than April 1, and October 1, of each calendar year, a questionnaire addressing the existing satisfaction of services. This questionnaire shall be forwarded to each facility for response. The questionnaire should target the mental health personnel, as well as key administrative and medical personnel. The summary of findings will be submitted to the Director of Mental Health. The TDOC may request the Contractor to provide recommendations to improve the areas found to be of concern to the Department and determine a date to obtain the recommendations. A plan of action with a progress report from the Contractor may be required if such action is requested by the Department.
- A.19. **Pre-Release Planning & Mental Health Transitional Services.** The Contractor is responsible for assisting in the coordination of mental health services for inmates' pre-release planning in accordance with the TDOC's policy. In addition, the Contractor is responsible for issuing inmates the balance of their medications upon their release. Under no circumstances shall this be less than a 14-day supply. The Contractor must comply with the State's medication policies.
- A.20. **Litigation Issues.** The Contractor shall cooperate fully with the State in all matters of litigation arising from the Contractor's delivery of healthcare services pursuant to this contract. The Contractor shall be required to furnish all evidence and to provide all general and expert testimony requested by the State in connection with inmate litigation. The Contractor shall notify the State whenever an agent, affiliate, independent sub-contractor, or any person performing services under this contract is asked to testify or provide an opinion or evidence in any litigation involving the TDOC, its staff, or any inmate.
- A.21. **Contract Management:** During the course of this contract the State recognizes that service issues may arise. Issues are facility specific, while others will affect multiple facilities. The contractor shall retain, at a minimum, the following personnel on-site in Tennessee to coordinate and manage the scope of services of this Contract.
- a. **Administrator:** The Contractor shall designate a local individual with the overall administrative responsibility for this Contract. Candidates for this position will be presented to the TDOC Director of Mental Health Services or designee for interview and approval prior to hire. This person shall be available to consult and coordinate daily operations of service delivery with the State's Director of Mental Health and/or other designated state officials.
 - b. **Clinical Director:** The Contractor shall designate a Clinical Director who will be an accredited psychologist with a Health Service Provider designation and experience in managing the clinical aspects of clinical mental health operations. This individual will serve as the clinical liaison for the contractor to the TDOC Medical and Mental Health Directors. This individual should have designated clinical duties as well as administrative time adequate to meet the requirements of the Department. This individual is responsible for communications of clinical information from TDOC to contract providers. The Administrator and Clinical Director will serve as the point of contact for the Mental Health Director and/or designee on all contract related issues, attend scheduled meetings, and respond to requests for information as needed.
 - c. **Case Manager Coordinator:** The Contractor shall designate a full time Statewide Case Manager Coordinator (CMC) who will provide or assist with coordination of patient referrals to other specialized TDOC programs, and to community based treatment programs when applicable. The CMC will work at the direction of the TDOC Director of Mental Health.



- d. **Continuous Quality Improvement Coordinator:** The State requires the Contractor to designate a full time continuous quality improvement coordinator who shall be responsible with the Director of Mental Health or designee for developing and implementing mental health Continuous Quality Improvement Program. The CQI Coordinator will assist in the development of clinical guidelines and enhancing the quality of the State's mental health operations. The CQI coordinator will work closely with the TDOC Central Office and visit all facilities frequently to survey the CQI program to assure compliance with ACA Standards and TDOC policies.
- e. **Clerical Staff:** The contractor shall have adequate clerical staff.

A.22. **Approval of Key Staff:** The State reserves the right to approve or disapprove any individual or business entity whether it is an independent contractor or subcontractor that the Contractor seeks to utilize. The Director of Mental Health Services and/or designee shall interview certain key prospective employees of the contractor prior to their assignment to the contract. The Contractor shall request and receive written approval from the State for the following prior to their assignment to the contract:

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

The Contractor shall consult the State for input and recommendations before hiring, dismissing, or changing a location of a provider or site mental health administrator.

A.23. **STAFFING REQUIREMENTS.** Notwithstanding any provision contained herein to the contrary, the Contractor shall provide adequate and qualified staff to fulfill its obligations under this contract. Staffing shall, at a minimum, be in accordance with the staffing plans in the Contractor's bid proposal. The Contractor is to utilize the State's approved minimum staffing plan for each institution. In the event of vacant positions, the Contractor is required to provide adequate coverage to meet all required services. Any staffing plan changes during the term of the Contract shall require the State's written approval. The Contractor shall submit monthly staffing reports on or before the fifteenth (15th) of each month demonstrating the preceding month's actual staffing compared to the staffing plan for each institution. If a change in circumstances calls for a modification in those requirements, the Contractor and the State will review those changed circumstances and a formal review will determine any changes in staffing requirements at the sole discretion of the State. The State reserves the right to remove from an institution or prohibit entry to an institution any of the Contractor's employees or subcontractors if necessary. Minimum staffing requirements are delineated in **ATTACHMENT FIVE.**

- a. When a mental health professional leaves the Contractor's service, the Contractor will have thirty-one (31) days to secure a replacement.
- b. The Contractor shall assure that adequate backup replacement coverage is in place to address the clinical service needs of any State facility in the absence of contract staff regardless of cause for the absence. The TDOC has the authority to determine the time the individual providers are expected to be on site. Any deviation from the determined time requires approval of the TDOC Director of Mental Health Services or designee. The Contractor shall provide a back up plan for the provision of holiday and emergency deliveries. The plan must be approved by the State within 30 days of the contract implementation date.
- c. Adequate relief time should be built into the proposed staffing plans to ensure coverage during orientation/ training, leave, and holidays. At any time, the Contractor may request written approval from the State to adjust any facility's staffing plan as necessary to better meet the clinical operational obligations of the health delivery system.



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

A.24. **TENNESSEE OFFENDER MANAGEMENT INFORMATION SYSTEM (TOMIS)**. The Contractor shall at all times honor the security of the TDOC Tennessee Offender Management Information System (TOMIS) information and shall not misuse, abuse, alter, or attempt to alter the information contained within TOMIS, except as pertains to the use and data entry requirements necessary to fulfill the Contractor's obligations under the terms of this Contract. The Contractor shall enter specific mental health classification information, diagnostic codes, levels of service, service delivery information and any other information as requested by the Director of Mental Health or required by TDOC Policy into the Tennessee Offender Management Information System (TOMIS). Training and access to the equipment shall be provided by the State.

A.25. **PSYCHIATRIC SERVICES**

- a. Licensed physicians who are board certified or eligible in psychiatry shall provide psychiatric services. Under protocols approved by the supervising psychiatrist, the appropriately trained and credentialed Advanced Practice Nurse (APN) may provide the delivery of psychiatric services. The Contractor shall ensure that the institutional health and mental health administrators have a copy of the protocol and signed agreement between the psychiatrist and the APN onsite. Standards of practice shall be according to those of the community and in compliance with state and federal laws. The credentials of psychiatrists and APN's will be presented to the TDOC Director of Mental Health Services for review and approval prior to hire. The TDOC Director of Mental Health Services reserves the right to request that the candidates are interviewed by the TDOC Director of Health Services or designee.
- b. The Contractor shall complete psychiatric evaluations/assessments as necessary and provide an individual treatment plan specific for those patients requiring psychiatric intervention to include medication. The psychiatrist/APN may be requested to perform 30-days and/or 90-days segregation reviews.
- c. The Contractor shall provide a direct assessment to a patient within seventy-two (72) hours from the time a telephone order was given for cases involving restrictive therapeutic dispositions. The Contractor shall provide a direct assessment to inmates placed in therapeutic restraints for a total of 24 continuous hours.
- d. Patients shall have a documented physical assessment prior to the prescribing of a psychotropic medication. Documentation of this evaluation shall be placed in the medical record.
- e. All medications shall be reviewed, and orders renewed if necessary, at least every ninety days. Review of non-physician provider records will be done in accordance with the laws of Tennessee and applicable professional credentialing organizations.
- f. Patients receiving psychiatric medications shall receive a direct assessment from an approved prescribing mental health provider prior to ninety (90) days elapsing.
- g. The Contractor shall provide an appropriate level of psychiatric monitoring of patients requiring psychotropic medication intervention.
- h. Upon request by the TDOC Director of Mental Health and/or Institutional Mental Health Administrator, the Contractor shall assess and follow established TDOC guidelines for clinical placement in TDOC contracted Transition Centers and/or release centers.
- i. The Contractor shall develop clinical protocols for drug testing inmates on psychotropic medications. The Contractor shall submit such protocols to the TDOC Director of Mental



Health Services or designee for review and approval no later than thirty (30) days after the Contract commencement date.

A.26. PHARMACEUTICAL RESPONSIBILITIES

- a. The Contractor shall be responsible for the costs of all psychiatric medications prescribed by the Contractor's providers. The State shall reimburse the Contractor for fifty percent (50%) of the cost of all psychiatric medications as further detailed in the Payment Methodology at Section C.3.
- b. The Contractor shall utilize expert-based guidelines for the delivery of psychiatric medications. The Contractor shall submit such guidelines to the TDOC Director of Mental Health Services or designee for review and approval no later than **thirty (30) days** after the Contract commencement date. Any future revision shall be approved by the State prior to implementation by the Contractor.
- c. Prior to or upon the start of services under this contract, and annually thereafter in accordance with TDOC policy, the Contractor shall provide a universal stock list of psychiatric medications for approval by the TDOC Pharmacy and Therapeutic Committee. Stock medications shall be provided at each site, and made available for administration by medical staff.
- d. The Contractor shall assign a qualified staff person to participate as a member of the State's Pharmacy and Therapeutics Committee, which meets regularly.
- e. The Contractor is responsible for collaborating with and utilizing the Department of Correction's pharmacy vendor. The Contractor shall assign a qualified person as the primary liaison between the contractor and the pharmaceutical company as it pertains to delivering services described in the contract. The Contractor will provide the pharmacy with a list of all prescribing providers subcontracted or employed by the contractor for purposes of prescription approval and billing purposes within one working day of the provider's start of provision of services.
- f. The Contractor shall submit a copy of the formulary to the TDOC Pharmacy and Therapeutic Committee for written approval prior to the start of the contract and then annually, no later than July 1 of each year, if any changes are made in the content of the formulary. The formulary will include an acceptable range of psychiatric medications that encompasses clinically appropriate medications including generic equivalents, when applicable. The State and/or Contractor, through the utilization of the Pharmacy and Therapeutic Committee, can recommend the inclusion of other medications when clinically justified. All changes to the formulary require the approval of the Pharmacy and Therapeutic Committee and must be signed by the Chairperson of the Committee. The Contractor shall identify the process for approval of non-formulary requests and assure that all non-formulary requests are dealt with in an expedient manner to assure that no delay will have an adverse impact on the patient outcome. The contractor agrees to use pharmaceutical services approved by the TDOC.

A.27. PSYCHOLOGICAL SERVICES

- a. The delivery of psychological services shall be provided by psychologists, with health service provider designation, Senior Psychological Examiners (SPE), Licensed Clinical Social Workers (LCSW), Psychological Examiners who are licensed by the State of Tennessee or who have legal reciprocity to practice in the state of Tennessee or Master Level Staff under the supervision of a licensed provider. Standards of practice shall be according to those of the community and with state and federal laws.
- b. The Contractor shall complete psychological evaluations/assessments as requested and provide an individual treatment plan specific for those patients requiring psychological intervention(s).



- c. Upon request by the TDOC Director of Mental Health and Institutional Mental Health Administrator, the psychologist shall provide Special Education Evaluations.
- The contractor may utilize an appropriately trained educator to provide the education testing portion of these services.
- d. The Psychology/SPE/LCSW/PE or a master level provider under the clinical supervision of a psychologist/SPE/LCSW will provide group therapy when indicated. Therapy Groups shall be designed to target symptoms identified in the mental health treatment plan.
- The Psychology/SPE/LCSW/PE or a master level provider under the clinical supervision of a psychologist/SPE/LCSW will provide in-cell programs to segregated inmates
- e. The Psychologist/SPE/ LCSW/PE will provide individual therapy only when indicated and, after twelve (12) individual sessions, will present justification for continuing individual therapy in writing in a copy of the treatment plan to the Director of Mental Health. Every reasonable effort will be made to incorporate individuals on the mental health case load into group therapy.
- f. The Contractor's Clinical Director will review a representative sample of treatment team documentation and shall participate in the treatment team reviews as necessary.
- g. The Contractor's Clinical Director at each comprehensive site shall provide clinical supervision and/or consultation to institutional mental health staff. In addition the Clinical Director or designee shall provide consultation on inmate related care issues to other staff working within the TDOC.
- h. The Contractor shall complete the initial 30-day and 90-day mental health assessment(s) on segregated inmates as policy dictates.
- i. Upon request by the TDOC Director of Mental Health and/or Institutional Mental Health Administrator, the Contractor shall provide or assist in the provision of a mental health education program to other institutional staff that shall include, but not be limited to, the following:
1. Early detection of potential mental health problems, i.e., signs and symptoms of mental illness, retardation, developmental disabilities, and chemical dependency.
 2. Crisis intervention/suicide precaution.
- Said services may be provided in a written format, audio/visual presentation, role-play, teleconferencing medium, etc.
- j. The Contractor shall provide psychological evaluations to all prospective and/or newly hired correctional officers as determined by TDOC. Re-testing will be performed by the contractor on a case by case basis based upon requests from the State. Said evaluations shall be:
1. Centrally provided at the Tennessee Correctional Academy located in Tullahoma, Tennessee; provided, however, the State may in the future decentralize the evaluation process.
 2. In consultation with the State Director of Mental Health, the contractor shall develop the screening protocol and or test battery. The Contractor has the option to sub-contract all or part of the evaluation process including test administration and protocol analysis. Any such subcontract shall be subjected to requirements in Section D.5.



3. The Contractor may utilize mental health professionals who are licensed in the State of Tennessee to assist in providing psychological evaluations. Standards of practice shall be in accordance to those of the community and with state and federal laws. Reports will be made available to the TDOC Director of Mental Health Services.

A.28. Northwest Correctional Complex (NWCX) Special Education Program

- a. Upon request of the TDOC Director of Mental Health Services, the Contractor will administer appropriate evaluations for eligible inmates to determine learning disability, mental retardation/functionally delayed, emotionally disturbed, attention deficit disorder, or multi-handicapping conditions.
- b. The Contractor shall provide services on-site at the state prison. Services must be provided within 15 days of the initial request.
- c. The Contractor shall write an integrated psycho-social report with eligibility documentation. The report should be sufficient in scope to develop an Individual Education Plan (IEP).
- d. The Contractor shall provide individual and group meetings as requested. The Contractor will also attend IEP (Individual Education Plan) meetings as requested.

A.29. Substance Abuse Services

The delivery of substance abuse services shall be provided by licensed alcohol and drug abuse counselor (LADAC) licensure, International Certification and Reciprocity Consortium-Advanced/Regular Alcohol and Other Drug Counselor (ICRC-A/AODAC) certification or National Association of Alcohol and Drug Counselors-Certified Addiction Counselor (NCAC I, II or Master certification). The Contractor is to coordinate substance abuse services with the TDOC contracted substance abuse provider.

- a. The contractor shall assess for substance use and/or co-occurring disorders (mental illness and substance abuse disorders) treatment needs and facilitate treatment plan development; provided however, substance abuse treatment services at TPW will be provided by another vendor.
- b. The contractor shall be responsible for providing substance abuse treatment and clinical supervision when substance use and/or a co-occurring disorder has been identified.

A.30. Case Management Services.

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

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



1. Coordination of all referrals to DeBerry Special Needs Facility, Tennessee Prison for Women or other specialized TDOC treatment units within thirty (30) days from the time the provider makes the request. Delivery of care services is required within the time limits specified by performance measures listed in **ATTACHMENT THREE** of this contract.
2. Development and implementation of an effective method to coordinate with the TDOC classification and transportation departments for inmate transfers and movement.
3. The Contractor shall provide clinical recommendations/consultations and assistance with coordination of patient referrals to other specialized TDOC programs, or designated contract hospitals or community based treatment programs as applicable.
4. Establishment of designated staff to be responsible for case management services.

A.31. Therapeutic Recreational Activity Services

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

The contractor shall provide Therapeutic Recreational activity therapy staff as part of the Interdisciplinary Treatment. The Activity Therapist will provide, but not be limited to, the following duties:

- a. Conducting activity therapy assessments
- b. Attend Mental Health staff meetings
- c. Participate in Treatment Team Meetings
- d. Plan and organize group and individual activities
- e. Establish goals and objectives for each activity to meet inmate needs
- f. Conduct group and individual programs
- g. Maintain required documentation
- h. Maintain and order supplies
- i. Supervise volunteers/student interns
- j. Leisure counseling/education

A.32. Reporting Requirements.

- a. The Contractor must utilize a management information system which will provide necessary cost and statistical information on a statewide and institutional basis for the TDOC to monitor performance. Vendor shall be required to have a database that is capable of storing information in a way that allows for the creation of monthly excel spreadsheets that contain TDOC designated categories to be submitted by the 15th day of every month. The Contractor shall submit monthly, quarterly, and annual Utilization/Prevalence reports to the TDOC Director of Mental Health Services or



designee, detailing patient care statistics, and the history of requests for specialty consultations and procedures. Reports should be delivered to the TDOC Director of Mental Health Services no later than the 15th day of the month after the data is collected. The reports required by this part shall be submitted in an electronic format acceptable by the State and shall at a minimum provide aggregate and individualized reports by physician, mid-level, inmate, service type, institution, etc. Clinical, administrative, and supervisory services shall be clearly labeled and reported separately. The Contractor shall use appropriate coding, e.g., Diagnostic and Statistical Manual of Mental Disorders, International Classification of Diseases. The facility and responsible mental health provider shall categorize information utilizing a standardized format approved by the TDOC Director of Mental Health Services. The Contractor shall provide the following reports:

1. TDOC daily inpatient/residential census with key data elements; and inpatient/residential days per month
 2. Inpatient / residential days per month by diagnosis, and Average Daily Census (ADC)/ Average Length of Stay (ALOS)
 3. Active Mental Health Case Load and services by facility and provider that includes:
 - Inmate number, Diagnostic Code, Medication Prescribed, Dosage(s), level of care and Serious Mental Illness (SMI), Serious and Persistent Mental Illness (SPMI) designation
 4. Outliers, Variance / Variability
 5. Drug Costs by facility and provider
 6. Specialty Consultations with key data elements
- b. **Monthly Operating Report.** Within the first 60 days of the effective start date of the contract, the Contractor shall work with the State to design a monthly reporting template which will be most useful to the State. Beginning in the third month of the contract, the Contractor shall provide a monthly narrative report delineating the status of the mental health care operations occurring in the prior month. At a minimum the monthly report shall include: utilization review, case load statistics, staffing levels including shortfalls and unfilled positions, incident reports, pharmacy statistics, and all other monthly reporting requirements delineated under the scope of services of this contract or required by TDOC policy. Said report will be due on or before the 15th business day of each month and shall identify successes and potential problems and discuss their resolutions.
- c. **Annual Review.** In February of each year, on or before the 15th, the Contractor shall complete and present an annual report of utilization statistics, a narrative summary delineating accomplishments, barriers to improvement, and recommendations.
- d. **Data Management Automation.** It is the intent of the State to acquire an Electronic Health Record (EHR) System and refine its data collection for analysis, trending, and tracking purposes, which shall enhance our health care delivery system. The Contractor shall be required to participate and link to the State's automated system. The Contractor shall provide any additional statistical data as requested by the State.
- When the State converts to an electronic medical record (EMR) system, the Contractor's subcontractors, such as laboratory, pharmacy, telemedicine, etc.; shall be required to link to the State's automated hardware/software. The State's Management Information System (MIS) and Office of Information Resources (OIR) divisions shall handle coordination for compatibility.
- e. As supporting documentation, the Contractor shall submit to the institutional Warden or designee a copy of its encounter log. A summary of encounters categorized by institution and as a statewide aggregate will be provided to the TDOC Director of Mental Health Services or designee on a monthly basis by the 15th day of the month following the month



contained in the report. The TDOC Director of Mental Health Services or designee may request further categorization by type of service and type of provider.

- A.33. **Laboratory Services:** Currently the Medical Services Contractor is responsible for the costs of Mental Health laboratory studies ordered by the Mental Health Contractor.
- A.34. **Credentialing.** The Contractor shall have a written policy and procedure regarding the providers credentialing process approved, in writing, by the State within thirty (30) days of contract execution. The Department of Correction shall have access to and may copy any such credentialing records. Upon expiration or termination of the contract these credentialing files become the property of the State. Representatives of the State shall conduct periodic audits of the Contractor's credentialing files. Copies of all files shall be maintained in the Contractor's Tennessee office. Each physician's credential file shall contain at a minimum the following documents:
- a. Copy of current Tennessee license
 - b. Copy of application for initial or renewal registration
 - c. Copy of Drug Enforcement Administration (DEA) registration
 - d. Evidence of malpractice insurance with claims and/or pending lawsuits
 - e. Copies of verified medical education including internship, residency and fellowship programs, and specialty certification(s)
 - f. Copy of current BCLS or CPR certification. Certification must be achieved prior to the individual providing services at any TDOC institution
 - g. Employment history
 - h. Evidence of reasonable inquiry into employment history with emphasis on assessment of clinical skills
 - i. Signed release of information form
 - j. Information regarding any criminal proceedings

A.35. **EMPLOYEE TRANSITION PROCESS:**

- a. There are currently state employees who meet the professional qualifications as delineated in the approved minimum staffing requirements, **ATTACHMENT FIVE**, and whose positions appear in **ATTACHMENT TEN**. The Contractor shall offer these state employees a position as an employee of the contractor. Said offer shall be at least 120% of employees' current base salary. Benefits will be the contractors' standard package.
- b. The effect on the maximum liability is outlined in section C.3.c.. State staff may choose to remain as employees of the TDOC or transfer to another state position.
- c. Those employees who remain with TDOC will continue to provide mental health services within the scope of services delineated in the contract. The TDOC Mental Health Director and/or designee will provide supervision and participate in the annual evaluation process of these individuals.
- d. Upon award of the Contract all vacant mental health state positions will be designated contract positions. Any state position that is vacated for any reason will be designated as a contract position immediately.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning **JULY 1, 2012**, and ending on **JUNE 30, 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 **FORTY TWO MILLION NINE HUNDRED TWENTY THOUSAND SIX HUNDRED FIFTY THREE DOLLARS (\$42,920,653.00)**. 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)		
	07/01/2012 – 06/30/2013	07/01/2013 – 06/30/2014	07/01/2014 – 06/30/2015
Mental Health Services	\$2.17/ per inmate per day	\$2.24/ per inmate per day	\$2.31/ per inmate per day

- c. The Contractor shall be compensated for said units, milestones, or increments of service based upon the average daily population (in-house count at 10:30 p.m. plus inmates temporarily out to medical) times the number of days in the month times the per inmate per day rate.
- d. The State shall reimburse the Contractor for fifty percent (50%) of the cost of all psychiatric medications prescribed by the Contractor's providers (See Section A.26.a.). Reimbursement does not include administrative charges for items such as processing, handling, etc. The Contractor shall submit documentation, in form and substance, acceptable to the State, prior to any reimbursement.
- e. Should employees decline the Contractor's job offer and remain state employees, the amount billed to TDOC per month will be reduced by 140% of those employee's salaries as listed in ATTACHMENT TEN. This reflects employee's base salary plus estimated benefits.

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
6TH FLOOR RACHEL JACKSON BUILDING
320 6TH AVENUE NORTH
NASHVILLE, TENNESSEE 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:

DR. MARINA I. CADRECHE, PSY.D.
TENNESSEE DEPARTMENT OF CORRECTION
6TH FLOOR RACHEL JACKSON BUILDING
NASHVILLE, TENNESSEE 37243-0465
Marina.Cadreche@tn.gov
Telephone # 615.741.1000 Ext. 8163
FAX # 615.532.3065

The Contractor:

STUART K. CAMPBELL, PRESIDENT AND CHIEF OPERATING OFFICER
CORIZON, INC.
12647 Olive Boulevard
ST. MISSOURI 63141
Stuart.Campbell@corizonhealth.com
Telephone # 314.919.9005
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. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate.
- 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.6. 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.7. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.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 of the Tennessee Department of Correction, for such decision and non-competitive procurement.
- E.9. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.
- E.11. 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.



- E.12. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.13. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-32901-31140 (Attachment 6.2., Section B., Item B.15.) and resulting in this Contract.

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

- E.14. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract and in the amount equal to One Million Dollars (\$1,000,000.00). The Contractor shall submit the bond no later than the day immediately preceding the Contract start date and in the manner and form prescribed by the State (at Attachment TWO hereto), and the bond shall be issued through a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract for:
- a. the Contract term and all extensions thereof; or
 - b. the first, calendar year of the Contract (ending December 31st following the Contract start date) in the amount of One Million Dollars (\$1,000,000.00) and, thereafter, a new performance bond in the amount of One Million Dollars (\$1,000,000.00) covering each subsequent calendar year of the contract period. In which case, the Contractor shall provide such performance bonds to the State no later than each December 10th preceding the calendar year period covered beginning on January 1st of each year.

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



- E.15. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

- E.16. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

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

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

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

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

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

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of:



(1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

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

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

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

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

E.17. **Partial Takeover**. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the



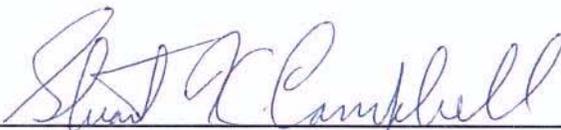
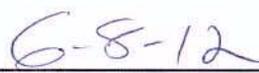
Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.18. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.

- E.19. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

IN WITNESS WHEREOF,

CORIZON, INC.

STUART K. CAMPBELL, DATE
PRESIDENT AND CHIEF OPERATING OFFICER
CONTRACTOR SIGNATURE

Stuart K. Campbell, President and Chief Operating Officer

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION

DERRICK D. SCHOFIELD, COMMISSIONER DATE



ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	32901-31140
CONTRACTOR LEGAL ENTITY NAME:	CORIZON, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	43-1281312

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

CONTRACTOR SIGNATURE

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

Stuart K. Campbell, President and Chief Operating Officer

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION



ATTACHMENT TWO

SAMPLE PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of

One Million Dollars (\$1,000,000)

(Dollar Amount of Bond)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

32901-31140

(RFP Number)

a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.



ATTACHMENT TWO

continued

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

**ATTACHMENT THREE****PERFORMANCE MEASURES****INTRODUCTION*****INTENT***

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

AUDIT PROCESS

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

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

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

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

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

Copies of completed audits may be forwarded to the Contractor's corporate office and the TDOC's administration. The Contractor may dispute the findings via appeal to the Director of Mental Health



Services. The Contractor must specifically address each disputed finding and justification for appealing such. The TDOC will render a final decision on the appeal to the contractor within ten days of receipt.

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

The Performance Measures Instrument outlines the Contractor's compensation areas that are subject to adjustment. The Performance Measures Instrument is subject to change at the discretion of the State. The Contractor shall be given a 30-day notice to prepare for any new or changed criterion. Audits will begin effective October 1, 2012. The results compiled from the period July – September 2012 time period will be informational only and will not result in an adjustment to compensation. Adjustments to compensation will be effective with the audits performed beginning January 1, 2013.



ATTACHMENT THREE
continued

PERFORMANCE MEASURES INSTRUMENT

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



ATTACHMENT THREE
continued
PERFORMANCE MEASURES (CONTINUED)

Item #	Mandates	Contract Requirement	Monitoring Process	Reporting Frequency	Date	Compliant Y/N
14	A.27.c A.J.3	Upon request by the TDOC Mental Health Director and Institutional Mental Health Administrator, the psychologist shall provide Special Education Evaluations. Services must be provided within 15 days of the original request.	Review requests from the files of the Mental Health Administrator. Ensure that evaluations were completed within 15 days of the original request.	Quarterly		
15	A.3.a. 113.88	At least 100% of the time, the psychologist, psychiatrist and/or APN shall participate in the Quality Improvement Review (QIR) process which is to be completed within 14 days following a completed suicide or clinically justified suicidal gesture. Copies of all QIRs have been forwarded to the Director of Mental Health	Review all available QIR reports at the institution.	Quarterly		
16	A.30.a.1. 113.86	At least 100% of inmates referred for placement at DeBerry Special Needs Facility, Tennessee Prison For Women or other specialized TDOC treatment units shall have their transfers completed within 30 days of the original referral.	From the Mental Health Administrator's files, ask to review all applicable referrals for the past quarter.	Quarterly		
17	A.25.b. A.27.h. 113.84	At least 95% of the time, a psychologist/psychiatrist/APN personally interviews all inmates placed in segregation status within 30 days of initial placement. At least every 90 days thereafter this screening is performed by a licensed mental health professional. (Use CR-2629 for documentation purposes.)	Review list of segregated inmates maintained by the Mental Health Administrator. Review medical files to ensure 30 and 90 day evals are being completed. Ensure psychologist has reviewed and approved the 90 day reviews when applicable.	Quarterly		
18	A.24.	At least 90% of the time, the Contractor shall enter specific mental health classification information, diagnostic codes, levels of service, service delivery information and any other information as requested by the Director of Mental Health into the Tennessee Offender Management Information System (TOMIS).	Of charts reviewed during the audit, ensure that all appropriate entries have been made into the TOMIS system based upon the contact notes. Level of Service designation and diagnosis in the medical record.	Quarterly		
19	A.25.a. A.27.a.	All contract practitioners will have valid and current State of Tennessee licenses that provides for them to practice under the scope of law. Psychiatrists shall possess a valid DEA number.	Review licenses of each contract provider at the institution where they are employed.	Quarterly		
20	A.23.a.	When a mental health professional leaves the Contractor's service, the Contractor will have thirty-one (31) days to secure a replacement.	When vacancies occur, review the date of the departing practitioner and the date of the newly hired, or replaced practitioner, and ensure that no more than 31 days has passed.	Daily		
21	A.3.a 113.2	At least 95% of the time, the most current mental health diagnosis for the patient is recorded on CR-1894, Major Medical Conditions Problem List.	Review CR-1894 in the medical chart.	Quarterly		
22	A.23.a	Vacancies in mental health professional positions shall be filled within 31 days.	Review of reports, observations, other.	Daily beginning day 32		

ATTACHMENT FOUR

LIQUIDATED DAMAGES SCHEDULE

Following is a summary of the liquidated damages amounts for Objective Performance Criteria. The amounts indicated are the adjustment (deduction) to compensation amounts assessed to the Contractor as liquidated damages for substandard performance per occurrence in the audit areas.

Deficiency Level	DEFINITION	LIQUIDATED DAMAGES
I	A performance standard that, if not met, is likely to be physically or psychologically distressing to the patient(s) and/or any item that has been found to be in non-compliance in four (4) consecutive audits of that item.	\$800
II	A performance standard, that if not met, has the potential to adversely impact the care of patient(s) and/or adversely impact administrative and/or clinical practice, and/or any item found to be deficient upon consecutive Performance Measures Reviews but has not yet reached the non-complaint level that would trigger Level I damages.	\$500
III	A performance standard, that if not met, prevents the State from monitoring the Contractor's performance and/or may adversely impact the continuity of patient care and/or administrative operations and/or any item found to be deficient on the Performance Measures Instrument that does not qualify to meet the criteria of Level I and Level II above.	\$200
IV	1. Licensed vacancies not filled within 31 days; 2. All other positions not filled within 31 days; Contractor's key management staff positions that require approval of TDOC	\$50/day \$25/day \$150/day

Consideration for imposing adjustments to compensation:

- ACA ACCREDITATION-** Required for accreditation by the American Correctional Association
- TDOC POLICIES-** Required per TDOC policy and procedures
- RISK MANAGEMENT-** Required to avoid, or defend, the State in litigation regarding the health delivery system

When a deficient fits more than one category, the State shall select which deficiency level to apply.

MINIMUM STAFFING REQUIREMENTS

MH Case load	Facility	APN		Psychiatrist		PHD		SPE/LCSW		LPC/PE		MDC		TRT		BSC		MHA		Cle		Regional CM		LADAC		
		FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs	FTEs
314	DSNF	1.2	1.2	2	3	1	4	1.5	1	1	1.5	0.5	0.25													
Vacancies				2			1	0																		
145	RMSI	0.8	0.2	1	3	0	3	1.5	1	1	1	0.5	0													
Vacancies		0					1	0																		
120	CBCX	0.8	0.2	1	2		5	0.5																		
Vacancies							2																			
340	TPW	1.4	0.4	2	3	0	5	1	2	1	2	1.0														
Vacancies																										
359	MCCX	2	0.4	2	4	0	8	1	1	1	1	1.0														
Vacancies																										
300	WTSP	2	0.4	2	4	1	6	1	1	1	1	0.5														
Vacancies																										
360	NWCX			1	1																					
Vacancies				0																						
180	MLCC	.3	0.125	1	1	1	0																			
Vacancies		0																								
140	TCIX	0	0	0	1		0																			
Vacancies		0																								
124	STSR	0	0	0	1		0																			
Vacancies																										
304	NECX	0.8	0.2	1	2		4	0	0	1	1	0.5														
Vacancies																										

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

LEVELS OF MENTAL HEALTH CARE AND EXAMPLES OF SERVICES

LEVELS OF MENTAL HEALTH CARE

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

Level II - Outpatient Services

Level III - Supportive Living Unit Services

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

Level IV - Supportive Living Unit Services

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

Level V - Crisis Stabilization Placement

EXAMPLES OF SERVICES

SERVICES

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

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

Reference 113.81.1 Mental Health Encounter Logs

ATTACHMENT SEVEN

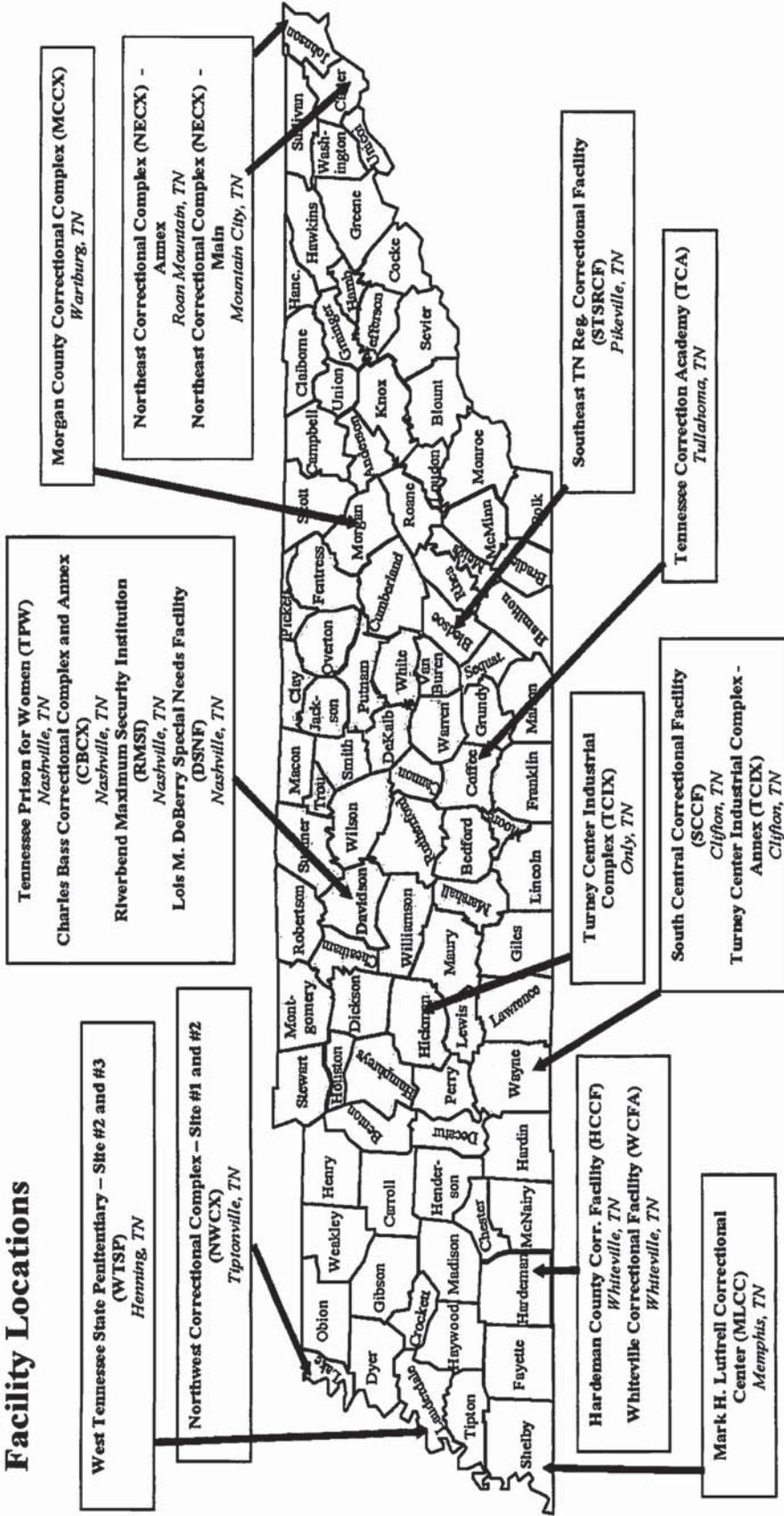
BED SPACE AND ESTIMATED IN-HOUSE POPULATION

Location	FY'11 Actual	96% Operating Capacity	FY'12	96% Operating Capacity	FY'13	96% Operating Capacity
Morgan County Correctional Complex (MCCX)	2338	2244	2441	2343	2441	2343
Mark H. Luttrell Correctional Center (MLCC)	417	400	440	422	440	422
Charles B. Bass Correctional Complex (CBCX)	944	907	1110	1066	1110	1066
Northeast Correctional Complex (NECX)	1783	1712	1856	1782	1856	1782
Northwest Correctional Complex (NWCX)	2354	2260	2425	2328	2425	2328
Riverbend Maximum Security Institution (RMSI)	696	668	736	707	736	707
Lois M. DeBerry Special Needs Facility (SPND)	711	682	800	768	800	768
Southeastern Tennessee State Regional Correctional Facility (STSRCF)	913	877	981	942	See BCCX	See BCCX
Bledsoe County Correctional Complex (BCCX)	N/A	N/A	N/A	N/A	1504	1444
Turney Center Industrial Complex Site 1 & Site 2 (TCIX)	1550	1488	1572	1509	1572	1509
Tennessee Prison for Women (TPFW)	761	731	805	773	805	773
West Tennessee State Penitentiary (WTSP)	2418	2321	2582	2479	2582	2479
Totals	14885	14290	15748	15119	16271	15621



ATTACHMENT EIGHT

Department of Correction Facility Locations



West Tennessee

Middle Tennessee

East Tennessee

**ATTACHMENT NINE
-FACILITY DESCRIPTIONS****TENNESSEE DEPARTMENT OF CORRECTION
DESCRIPTION OF STATE MANAGED FACILITIES:****Charles B. Bass Correctional Complex (CBCX)
Nashville, TN
Operating Capacity – 907**

The Charles B. Bass Correctional Complex (CBCX) is a time-building facility for male felons committed to the Department of Correction.

The sex offender program, co-occurring disorder unit, Level III Unit, education classes and a therapeutic community program are offered at the institution.

The Charles Bass Correctional Complex provides over 150,000 hours of community service work a year to state and local government and non-profit agencies in Davidson County and surrounding areas.

The CBCX Annex site houses minimum custody inmates who are within five years of release with an emphasis on community reintegration. The Genesis Transition Community, a 90-bed therapeutic community program, is offered at the annex. Genesis follows a model that promotes awareness, responsibility and accountability.

Clinic Exam Rooms: 3

Infirmiry Beds: N/A

On-site X-ray Equipment:

Mobile Unit (Quality Mobile)

Back Up Pharmacy: Walgreen's

Local Hospital: Metropolitan Nashville General Hospital

Ambulatory Service: First Call/ Metro Ambulance

**Lois M. DeBerry Special Needs Facility (DSNF)
Nashville, TN****Operating Capacity – 682**

The Lois M. DeBerry Special Needs Facility (DSNF) houses all custody levels including maximum security inmates and provides a number of services for the department including acute and convalescent health care, and intensive mental health intervention. Two skilled nursing units in the Health Center provide care for inmates recovering from surgery, serious illness, and housing for inmates whose treatment regimen is not manageable at other TDOC facilities. There is also a rehabilitation unit that houses inmates with long-term medical needs. Specialty services, short-stay surgeries, individual treatment and diagnostic services not available at other facilities are provided to the male inmates from all facilities through the transit unit, health center, and contract staff at DSNF. Additionally, a geriatric unit is located at this facility for TDOC inmates who are aged or infirm and unable to care for themselves within a traditional prison population.

Clinic Exam Rooms: 5

Infirmiry Beds: 105 Inpatient Beds

On-site X-ray Equipment:

Yes/ & Mobile (MRI/CT)

Back Up Pharmacy: Walgreen's

Local Hospital: Metro General; Centennial; Skyline, Vanderbilt

Ambulatory Service: First Call/ Metro and Nashville Fire Dept.

**Morgan County Correctional Complex (MCCX)
Wartburg, TN
Operating Capacity – 2244**

The Morgan County Correctional Complex (MCCX) site is the reception/classification and diagnostic center for East Tennessee. The facility has a maximum security designation, although it houses all custody levels. The Morgan County Regional Correctional Facility (MCRCF) site is a time-building institution with a security designation of all custody levels.

Clinic Exam Rooms: 4

Infirmiry Beds: 12 & Special Procedures Room

On-site X-ray Equipment: Yes

Back Up Pharmacy: Riddle Drugs

Local Hospital: Roane Medical Center

Ambulatory Service: Morgan County Emergency Medical

**ATTACHMENT NINE
FACILITY DESCRIPTIONS (CONTINUED)****Mark H. Luttrell Correctional Center (MLCC)
Memphis, TN*****Operating Capacity – 400***

Mark H. Luttrell Correctional Center (MLCC) is one of two female facilities in the state prison system. Opened in 1976 as a male institution, the facility was converted for females in June of 1999. One hundred twenty of the institution's bed capacity is designated a minimum security annex. The remainder is designated as close security. Major programs include educational and library services, counseling, job assignments, religious services, medical/mental health services, as well as support group programs such as Alcoholics Anonymous, therapeutic community programs, and drug education.

Clinic Exam Rooms: 2Infirmary Beds: 2On-site X-ray Equipment: Yes
US Quality Mobile (Knoxville)Back Up Pharmacy: WalgreensLocal Hospital: The Regional Medical at MemphisAmbulatory Service: Fire Department Rural Metro**Northeast Correctional Complex (NECX)
Mountain City, TN*****Operating Capacity – 1712***

Northeast Correctional Complex (NECX) is a time-building institution with a maximum security designation. The facility also houses inmates of other custody levels. Three hundred inmates are located at the minimum annex site in Johnson County, and another 180 inmates, who are within ten years of their eligible release date, are housed in Carter County.

Clinic Exam Rooms: 3Infirmary Beds: 10 (+ 4 Mental Health)On-site X-ray Equipment: YesBack Up Pharmacy: Mountain City PharmacyLocal Hospital: Johnson Co. Health Center; Sycamore Shoals
Hosp.; Johnson City Med. Ctr. Hosp.Ambulatory Service: Johnson Co. Rescue Squad**Northwest Correctional Complex (NWCX)
Tiptonville, TN*****Operating Capacity – 2260***

The Northwest Correctional Complex (NWCX) site is one of three prototypically designed facilities in Tennessee. The Lake County Regional Correctional Facility (LCRCF) site is the primary educational institution for the TDOC. The educational program includes special education services, Adult Basic Education, preparation for GED testing, Title 1, and vocational education programs.

Clinic Exam Rooms: 3Infirmary Beds: 8 (+ 4 Mental Health)On-site X-ray Equipment: YesBack Up Pharmacy: Tiptonville Health MartLocal Hospital: Baptist Memorial- Union City & Dyersburg
Regional HospitalAmbulatory Service: Lake County EMS



ATTACHMENT NINE
-FACILITY DESCRIPTIONS (CONTINUED)

Riverbend Maximum Security Institution (RMSI)
Nashville, TN
Operating Capacity – 668

Riverbend Maximum Security Institution (RMSI) opened in 1989 and replaced its 100 year-old neighbor, the Tennessee State Penitentiary. Even today, it's billed as one of the state's most high-tech facilities. RMSI, which is made up by 20 different buildings, sits on 132 acres located off Centennial Boulevard. Approximately 600 high-risk offenders are housed at the facility, including all except four of the State's death row inmates.

Clinic Exam Rooms: <u>2</u>	Back Up Pharmacy: <u>Walgreen's</u>
Infirmiry Beds: <u>12</u>	Local Hospital: <u>Metro General</u>
On-site X-ray Equipment: <u>Yes/Mobile (Mobile X-ray)</u>	Ambulatory Service: <u>First Call or Metro Ambulance</u>

Southeastern Tennessee State Regional Correctional Facility (STSRCF)

Pikeville, TN
Operating Capacity – 877

Southeastern Tennessee State Regional Correctional Facility (STSRCF) is a time-building institution with a medium security designation. It is situated on roughly 2,200 acres of land and is located approximately 15 miles from Pikeville, Tennessee.

Clinic Exam Rooms: <u>3</u>	Back Up Pharmacy: <u>Mitchells Pharmacy</u>
Infirmiry Beds: <u>0</u>	Local Hospital: <u>Cumberland Medical Center- Crossville</u>
On-site X-ray Equipment: <u>Yes</u>	Ambulatory Service: <u>Bledsoe County</u>

Turney Center Industrial Complex (TCIX)
Site 1-Hickman County; Only, TN
Site 2- Wayne County; Clifton, TN

Operating Capacity – 1488

Turney Center Industrial Complex (TCIX) –Site 1 is a time-building institution with emphasis on industry. The security designation is close. The majority of beds are medium security.

Clinic Exam Rooms: <u>2</u>	Back Up Pharmacy: <u>Liberty Pharmacy</u>
Infirmiry Beds: <u>2 (+ 1 Mental Health)</u>	Local Hospital: <u>Horizon Medical - Dickson</u>
On-site X-ray Equipment: <u>Yes</u>	Ambulatory Service: <u>Hickman County EMS</u>

Turney Center Industrial Complex (TCIX) – Site 2 is a time-building institution with a minimum security designation.

Clinic Exam Rooms: <u>1</u>	Back Up Pharmacy: <u>Willoughby Drugs</u>
Infirmiry Beds: <u>N/A</u>	Local Hospital: <u>Wayne Medical Center & Metro</u>
On-site X-ray Equipment: <u>No</u>	Ambulatory Service: <u>Wayne County Ambulance Service</u>



ATTACHMENT NINE
-FACILITY DESCRIPTIONS (CONTINUED)

Tennessee Prison for Women (TPW)
Nashville, TN

Operating Capacity – 731

The Tennessee Prison for Women (TPW), located in Nashville, is the primary facility for medical and mental health treatment of female felons in the state. TPW has several missions including a reception and classification center for female offenders entering into the TDOC system. The prison also houses inmates in all custody levels, including pre-release participants, work release inmates, and those women sentence to death. TPW is designated as a maximum security facility.

Clinic Exam Rooms: 4
Infirmary Beds: 10
On-site X-ray Equipment: No
Mobile (Quality Mobile X-ray Equipment)

Back Up Pharmacy: Walgreen's
Local Hospital: Metro General
Ambulatory Service: First Call Ambulance or Nashville Fire Dept.

West Tennessee State Penitentiary (WTSP)
Henning, TN

Operating Capacity – 2321

West Tennessee State Penitentiary (WTSP) is a time-building institution with a mission to serve the public by managing adult male felons classified as minimum, close and medium custody. WTSP provides a secure environment, work, education, vocation, and leisure time opportunities for the population.

Clinic Exam Rooms: 6
Infirmary Beds: 16

On-site X-ray Equipment: 2

Back Up Pharmacy: Crains
Local Hospital: Baptist Memorial Hospital- Lauderdale
Ambulatory Service: Med-Care; Lauderdale Co. Ambulance

PRIVATELY MANAGED FACILITIES:

Hardeman County Correctional Facility (HCCF)
Whiteville, TN
Operating Capacity – 1,976

South Central Correctional Facility (SCCF)
Clifton, TN
Operating Capacity – 1,642

Whiteville Correctional Facility (WCFA)
Whiteville, TN
Operating Capacity – 1505



ATTACHMENT TEN

CURRENT STATE POSITIONS REQUIRING CONTRACTOR JOB OFFERS

INSTITUTION	POSITION	MONTHLY SALARY	ANNUAL SALARY	120%
MLCC	SPE/LCSW	\$5,438.16	\$65,257.92	\$78,309.50
CBCX	MHA	\$4,564.56	\$54,774.72	\$65,729.66
	SPE/LCSW	\$4,886.70	\$58,640.40	\$70,368.48
	SPE/LCSW	\$3,999.00	\$47,988.00	\$57,585.60
	MDC	\$3,761.00	\$45,132.00	\$54,158.40
	MDC	\$3,504.00	\$42,048.00	\$50,457.60
RMSI	MHA	\$3,273.00	\$39,276.00	\$47,131.20
	SPE/LCSW	\$4,620.00	\$55,440.00	\$66,528.00
	MDC	\$2,636.00	\$31,632.00	\$37,958.40
TPW	MHA	\$5,001.36	\$60,016.32	\$72,019.58
	SPE/LCSW	\$4,090.00	\$49,080.00	\$58,896.00
	MDC	\$3,025.00	\$36,300.00	\$43,560.00
	MDC	\$2,772.00	\$33,264.00	\$39,916.80
STSR	MHA	\$4,859.40	\$58,312.80	\$69,975.36
	MDC	\$3,216.00	\$38,592.00	\$46,310.40
NECX	MHA	\$5,368.27	\$64,419.24	\$77,303.09
	SPE/LCSW	\$4,616.00	\$55,392.00	\$66,470.40
	MDC	\$2,931.00	\$35,172.00	\$42,206.40
	MDC	\$3,135.00	\$37,620.00	\$45,144.00
	CLE	\$2,147.00	\$25,764.00	\$30,916.80
MCCX	MHA	\$3,575.54	\$42,906.48	\$51,487.78
	SPE/LCSW	\$4,225.00	\$50,700.00	\$60,840.00
	SPE/LCSW	\$4,189.00	\$50,268.00	\$60,321.60
	SPE/LCSW	\$2,997.00	\$35,964.00	\$43,156.80
	SPE/LCSW	\$4,668.00	\$56,016.00	\$67,219.20
	MDC	\$3,821.00	\$45,852.00	\$55,022.40
DSNF	MHA	\$5,447.00	\$65,364.00	\$78,436.80
	PHD	\$5,504.00	\$66,048.00	\$79,257.60
	SPE/LCSW	\$4,406.00	\$52,872.00	\$63,446.40
	SPE/LCSW	\$4,184.00	\$50,208.00	\$60,249.60
	SPE/LCSW	\$4,464.00	\$53,568.00	\$64,281.60
	CLE	\$2,001.00	\$24,012.00	\$28,814.40
	MDC	\$2,750.00	\$33,000.00	\$39,600.00
	MDC	\$2,750.00	\$33,000.00	\$39,600.00
	TCIX	SPE/LCSW	\$4,219.49	\$50,633.88
WTSP	MHA	\$5,791.00	\$69,492.00	\$83,390.40
	MDC	\$2,636.00	\$31,632.00	\$37,958.40
	MDC	\$4,751.00	\$57,012.00	\$68,414.40
NWCX	NONE	\$0.00	\$0.00	\$0.00
		\$ 150,222.48	\$ 1,802,669.76	\$ 2,163,203.71