

**BILL LEE**  
GOVERNOR



**TONY PARKER**  
COMMISSIONER

STATE OF TENNESSEE  
**DEPARTMENT OF CORRECTION**  
SIXTH FLOOR, RACHEL JACKSON BUILDING  
320 SIXTH AVENUE NORTH  
NASHVILLE, TENNESSEE 37243-0465  
OFFICE (615) 253-8139 Fax: (615) 532-8281

July 22, 2020

The Honorable Ron Travis, Chairman  
Fiscal Review Committee  
636 Cordell Hull Building  
Nashville, TN 37243

Dear Chairman Travis:

The Tennessee Department of Correction (TDOC) wishes to amend its current contract for the operation and prescription filling services of the TDOC Pharmacy located at the Lois M. DeBerry Special Needs Facility (DSNF).

It is necessary to amend the current contract with Clinical Solutions, LLC for the vendor to provide a part-time contract pharmacist specifically for the role of Hep C patient review and treatment initiation for the remainder of the term—through June 30, 2021. This cost is projected to be \$5800/month at twenty (20) hours/week or an increase of \$58,000. Hep C funds can be utilized for the additional part-time position. The proposed amendment also provides funding for non-contract payments for drugs needed in situations where they are not available from the State's primary wholesaler, and that oftentimes the urgent need and wholesaler's inability to provide these drugs dictates the State paying a higher price, HIV and back-up pharmacy payments. The total increase in the maximum liability is \$7,055,771.90.

TDOC Legal Staff finds no records concerning allegations of fraudulent activity by this vendor.

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

Please advise if you have any questions or concerns.

Sincerely,

Tony Parker

TP:LSC

pc: Hon. Todd Gardenhire, Vice-Chairman  
Krista Lee, Fiscal Review Committee Director  
Debbie Inglis, Deputy Commissioner of Administration & General Counsel  
Kelly Young, Inspector General  
Priscilla Wainwright, Director of Contracts Administration  
Torrey Grimes, Legislative Liaison & Senior Counsel

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Priscilla Wainwright	*Contact Phone:	615-253-5571	
*Presenter's name(s):	Torrey Grimes, Legislative Liaison & Senior Counsel			
Edison Contract Number: <i>(if applicable)</i>	46576	RFS Number: <i>(if applicable)</i>	32901-14100	
*Original Contract Begin Date:	July 1, 2015	*Current End Date:	June 30, 2021	
Current Request Amendment Number: <i>(if applicable)</i>	4			
Proposed Amendment Effective Date: <i>(if applicable)</i>	October 1, 2020			
*Department Submitting:	Tennessee Department of Correction			
*Division:	Fiscal Services			
*Date Submitted:	July 31, 2020			
*Submitted Within Sixty (60) days:	Yes			
<i>If not, explain:</i>	NA			
*Contract Vendor Name:	Clinical Solutions, LLC			
*Current Maximum Liability:	\$17,624,612.00			
*Estimated Total Spend for Commodities:	NA			
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>				
FY: 16	FY: 17	FY: 18	FY: 19	FY: 20
\$2,762,496	\$2,347,488	\$2,166,912	\$2,586,104	\$5,361,612.00
FY:21				
\$2,400,000.00				
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>				
FY: 16	FY: 17	FY: 18	FY: 19	FY:20
\$2,505,090.93	\$3,360,364.86	\$3,004,322.19	\$2,758,017.98	\$2,428,041.76
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	NA			
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	NA			
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	NA			
<b>*Contract Funding Source/Amount:</b>				

Supplemental Documentation Required for  
Fiscal Review Committee

State:	\$17,624,612.00	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>		
December 21, 2018	Revised scope of services to allow the vendor to purchase and receive bulk medications via membership in the MMCAP or through the Contractor’s wholesale or mail-order divisions.		
October 15, 2019	Increase maximum liability to pay for current and expected invoices.		
July 1, 2020	Add disability language requested by the Attorney General’s office; extend the current contract an additional year; and to increase the maximum liability accordingly.		
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?	Costs were determined via the RFP process.		
*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.	It is in the best interest of the State to amend the current contract with Clinical Solutions in order for the vendor to continue providing necessary services until the end of the contract term. The CPO is working to execute a sole-source contract with Clinical Solutions similar to the MMCAP contract. The sole-source contract will be customized to meet TDOC’s particular pharmaceutical needs and avoid some fees built into the MMCAP contract (such as consulting fees) that would negatively impact the State financially.		

Payments against a Contract

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Unit	Sum Merchandise Amt	Edison Contra	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year
32901	\$ 32,901.00	000000000000	0000181432	Clinical Solutions LLC	0000021891	00057803	TDOC-053116	6/28/2016	2016
32901	\$ 19,357.48	000000000000	0000181432	Clinical Solutions LLC	0000020553	00051952	TDOC-113015A	2/2/2016	2016
32901	\$ 21,557.14	000000000000	0000181432	Clinical Solutions LLC	0000020560	00051953	TDOC-121515A	2/2/2016	2016
32901	\$ 22,072.19	000000000000	0000181432	Clinical Solutions LLC	0000021889	00057801	TDOC-051516	6/28/2016	2016
32901	\$ 23,296.93	000000000000	0000181432	Clinical Solutions LLC	0000021357	00055020	TDOC-033116	4/22/2016	2016
32901	\$ 25,332.64	000000000000	0000181432	Clinical Solutions LLC	0000020915	00053437	TDOC-021516	3/16/2016	2016
32901	\$ 26,827.21	000000000000	0000181432	Clinical Solutions LLC	0000021065	00053976	TDOC-022916	3/30/2016	2016
32901	\$ 37,094.91	000000000000	0000181432	Clinical Solutions LLC	0000021660	00056609	TDOC-041516	6/3/2016	2016
32901	\$ 46,320.98	000000000000	0000181432	Clinical Solutions LLC	0000021662	00056610	TDOC-043016	6/3/2016	2016
32901	\$ 47,289.23	000000000000	0000181432	Clinical Solutions LLC	0000021333	00054982	TDOC-031516	4/22/2016	2016
32901	\$ 49,840.51	000000000000	0000181432	Clinical Solutions LLC	0000020743	00052210	TDOC-011516	2/16/2016	2016
32901	\$ 68,123.47	000000000000	0000181432	Clinical Solutions LLC	0000021893	00057802	TDOC-061516	6/28/2016	2016
32901	\$ 87,466.50	000000000000	0000181432	Clinical Solutions LLC	0000020517	00051421	TDOC-113015	1/13/2016	2016
32901	\$ 88,708.05	000000000000	0000181432	Clinical Solutions LLC	0000020867	00053059	TDOC-013116	3/4/2016	2016
32901	\$ 89,084.70	000000000000	0000181432	Clinical Solutions LLC	0000021661	00056610	TDOC-043016	6/3/2016	2016
32901	\$ 92,488.50	000000000000	0000181432	Clinical Solutions LLC	0000021064	00053976	TDOC-022916	3/30/2016	2016
32901	\$ 94,260.15	000000000000	0000181432	Clinical Solutions LLC	0000021880	00057801	TDOC-051516	6/28/2016	2016
32901	\$ 94,962.30	000000000000	0000181432	Clinical Solutions LLC	0000020613	00051688	TDOC-123115	1/25/2016	2016
32901	\$ 97,031.55	000000000000	0000181432	Clinical Solutions LLC	0000020515	00051422	TDOC-111515	1/13/2016	2016
32901	\$ 102,014.59	000000000000	0000181432	Clinical Solutions LLC	0000020561	00051688	TDOC-123115	1/25/2016	2016
32901	\$ 102,499.95	000000000000	0000181432	Clinical Solutions LLC	0000021892	00057802	TDOC-061516	6/28/2016	2016
32901	\$ 103,634.55	000000000000	0000181432	Clinical Solutions LLC	0000021659	00056609	TDOC-041516	6/3/2016	2016
32901	\$ 103,969.35	000000000000	0000181432	Clinical Solutions LLC	0000021332	00054982	TDOC-031516	4/22/2016	2016
32901	\$ 104,680.80	000000000000	0000181432	Clinical Solutions LLC	0000021890	00057803	TDOC-053116	6/28/2016	2016
32901	\$ 105,954.90	000000000000	0000181432	Clinical Solutions LLC	0000021356	00055020	TDOC-033116	4/22/2016	2016
32901	\$ 107,945.10	000000000000	0000181432	Clinical Solutions LLC	0000020912	00053437	TDOC-021516	3/16/2016	2016
32901	\$ 108,135.75	000000000000	0000181432	Clinical Solutions LLC	0000020739	00052210	TDOC-011516	2/16/2016	2016
32901	\$ 113,594.85	000000000000	0000181432	Clinical Solutions LLC	0000020514	00051420	TDOC-121515	1/13/2016	2016
32901	\$ 130,888.75	000000000000	0000181432	Clinical Solutions LLC	0000020868	00053059	TDOC-013116	3/4/2016	2016
32901	\$ 199,912.71	000000000000	0000181432	Clinical Solutions LLC	0000020870	00053436	TDOC-112315	3/14/2016	2016
32901	\$ 95,534.25	000000000000	0000181432	Clinical Solutions LLC	0000022043	00058414	TDOC-063016	7/27/2016	2017
32901	\$ 77,992.96	000000000000	0000181432	Clinical Solutions LLC	0000022044	00058414	TDOC-063016	7/27/2016	2017
<b>Total FY 16</b>	<b>\$ 2,520,773.95</b>								

Unit	Sum Merchandise Amt	Edison Contra	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year
32901	\$ 50.00	000000000000	0000181432	Clinical Solutions LLC	0000022438	00059985	SD6767918	9/23/2016	2017
32901	\$ 60.76	000000000000	0000181432	Clinical Solutions LLC	0000022420	00060000	SPCL2491081016	9/15/2016	2017
32901	\$ 106.62	000000000000	0000181432	Clinical Solutions LLC	0000022486	00060667	SD6782294	9/29/2016	2017
32901	\$ 121.52	000000000000	0000181432	Clinical Solutions LLC	0000022353	00059845	SPCL2491	9/8/2016	2017
32901	\$ 230.14	000000000000	0000181432	Clinical Solutions LLC	0000022438	00059987	SD6609613	9/23/2016	2017
32901	\$ 423.36	000000000000	0000181432	Clinical Solutions LLC	0000022486	00060669	SD6789044	9/30/2016	2017

32901	\$	792.00	0000000000000000181432	Clinical Solutions LL 0000022486	00060666	KM0609492	9/29/2016	2017
32901	\$	945.00	0000000000000000181432	Clinical Solutions LL 0000022438	00059986	SD6771327	9/23/2016	2017
32901	\$	1,454.64	0000000000000000181432	Clinical Solutions LL 0000022600	00060813	QUE2191513	10/13/2016	2017
32901	\$	1,598.40	0000000000000000181432	Clinical Solutions LL 0000022486	00060668	AMAX090116	9/30/2016	2017
32901	\$	3,729.60	0000000000000000181432	Clinical Solutions LL 0000022366	00059846	SD6659355	9/9/2016	2017
32901	\$	12,083.68	0000000000000000181432	Clinical Solutions LL 0000022387	00059882	TDOC-081516	9/14/2016	2017
32901	\$	17,079.00	0000000000000000181432	Clinical Solutions LL 0000022486	00060670	PM217942	9/30/2016	2017
32901	\$	36,763.98	0000000000000000181432	Clinical Solutions Ph 0000023307	00064360	TDOC-121516	1/19/2017	2017
32901	\$	39,754.38	0000000000000000181432	Clinical Solutions Ph 0000023263	00063851	TDOC-113016	1/3/2017	2017
32901	\$	40,106.80	0000000000000000181432	Clinical Solutions LL 0000022186	00058932	TDOC-071516	8/9/2016	2017
32901	\$	45,360.06	0000000000000000181432	Clinical Solutions LL 0000022638	00061051	TDOC-091516	10/14/2016	2017
32901	\$	46,652.19	0000000000000000181432	Clinical Solutions LL 0000022929	00062350	TDOC-101516	11/18/2016	2017
32901	\$	57,604.14	0000000000000000181432	Clinical Solutions LL 0000022780	00061546	TDOC-093016	10/21/2016	2017
32901	\$	64,538.39	0000000000000000181432	Clinical Solutions LL 0000022368	00059620	TDOC-073116	8/29/2016	2017
32901	\$	81,437.97	0000000000000000181432	Clinical Solutions Ph 0000023229	00063851	TDOC-113016	1/3/2017	2017
32901	\$	92,048.67	0000000000000000181432	Clinical Solutions Ph 0000023306	00064360	TDOC-121516	1/19/2017	2017
32901	\$	92,493.15	0000000000000000181432	Clinical Solutions LL 0000022367	00059620	TDOC-073116	8/29/2016	2017
32901	\$	97,443.43	0000000000000000181432	Clinical Solutions LL 0000022636	00061052	TDOC-083116	10/7/2016	2017
32901	\$	98,795.52	0000000000000000181432	Clinical Solutions Ph 0000024216	00069458	TDOC-043017	6/12/2017	2017
32901	\$	102,362.14	0000000000000000181432	Clinical Solutions Ph 0000023690	00065979	TDOC-021517	3/3/2017	2017
32901	\$	107,270.66	0000000000000000181432	Clinical Solutions Ph 0000024147	00068233	TDOC-033117	5/5/2017	2017
32901	\$	110,158.50	0000000000000000181432	Clinical Solutions LL 0000022185	00058932	TDOC-071516	8/9/2016	2017
32901	\$	112,655.55	0000000000000000181432	Clinical Solutions LL 0000022637	00061051	TDOC-091516	10/14/2016	2017
32901	\$	113,646.00	0000000000000000181432	Clinical Solutions LL 0000022928	00062350	TDOC-101516	11/18/2016	2017
32901	\$	114,118.05	0000000000000000181432	Clinical Solutions Ph 0000023544	00065387	TDOC-123116	2/10/2017	2017
32901	\$	117,300.90	0000000000000000181432	Clinical Solutions LL 0000022386	00059882	TDOC-081516	9/14/2016	2017
32901	\$	118,463.40	0000000000000000181432	Clinical Solutions LL 0000022779	00061546	TDOC-093016	10/21/2016	2017
32901	\$	119,047.14	0000000000000000181432	Clinical Solutions Ph 0000023041	00063115	TDOC-111516	12/8/2016	2017
32901	\$	119,509.65	0000000000000000181432	Clinical Solutions LL 0000022635	00061052	TDOC-083116	10/7/2016	2017
32901	\$	126,054.44	0000000000000000181432	Clinical Solutions Ph 0000023488	00065493	TDOC-011517	2/14/2017	2017
32901	\$	129,143.00	0000000000000000181432	Clinical Solutions Ph 0000023943	00067228	TDOC-031517	4/5/2017	2017
32901	\$	130,486.54	0000000000000000181432	Clinical Solutions Ph 0000024449	00069916	TDOC-053117	6/16/2017	2017
32901	\$	134,763.13	0000000000000000181432	Clinical Solutions Ph 0000024148	00068237	TDOC-041517	5/5/2017	2017
32901	\$	135,394.80	0000000000000000181432	Clinical Solutions Ph 0000024527	00070416	TDOC-061517	7/14/2017	2017
32901	\$	136,932.53	0000000000000000181432	Clinical Solutions Ph 0000024371	00069728	TDOC-051517	6/13/2017	2017
32901	\$	137,949.43	0000000000000000181432	Clinical Solutions Ph 0000023820	00066620	TDOC-022817	3/23/2017	2017
32901	\$	138,955.39	0000000000000000181432	Clinical Solutions Ph 0000023688	00065977	TDOC-013117	3/3/2017	2017
32901	\$	156,024.89	0000000000000000181432	Clinical Solutions Ph 0000024565	00070997	TDOC-063017	7/28/2017	2017
32901	\$	168,455.32	0000000000000000181432	Clinical Solutions Ph 0000023047	00062933	TDOC-103116	12/1/2016	2017
<b>Total FY 17</b>	<b>\$</b>	<b>3,360,364.86</b>						





32901	\$	76,435.59	0000000000000000181432	Clinical Solutions Ph 0000032070	00114312	TDOC - 051520	6/12/2020	2020
32901	\$	136,006.48	0000000000000000181432	Clinical Solutions Ph 0000032171	00114832	TDOC - 053120		2020
32901	\$	98,600.67	0000000000000000181432	Clinical Solutions Ph 0000032315	00115441	TDOC - 061520		2020
	\$	136,006.48		0000032270				
<b>Total 2020</b>	<b>\$</b>	<b>2,428,041.76</b>						

<b>Total Payment</b>	<b>\$</b>	<b>14,071,520.74</b>
<b>Released Amount</b>		<b>\$14,071,520.79</b>
<b>Diff</b>		<b>-\$0.05</b>

No Liquidated Damages



# E-Health Pre-Approval Endorsement Request

E-Mail Transmittal

**TO :** Office of e-Health Initiatives  
Department of Finance & Administration  
E-mail: [office.eHealth@tn.gov](mailto:office.eHealth@tn.gov)

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

**DATE :** July 22, 2020

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

<b>Applicable RFS #</b>	<b>32901-14100</b>
<b>Office of e-Health Initiatives Endorsement Signature &amp; Date:</b>	
 7/22/2020	
<b>Office of e-Health Initiatives</b>	

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

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

<b>Contracting Agency</b>	Tennessee Department of Correction
<b>Agency Contact</b> (name, phone, e-mail)	Priscilla Wainwright (615) 253-5571 <a href="mailto:Priscilla.wainwright@tn.gov">Priscilla.wainwright@tn.gov</a>
<b>Attachments Supporting Request</b> (as applicable – copies without signatures acceptable)	
<ul style="list-style-type: none"> <li>Solicitation Document</li> <li>Special Contract Request</li> <li>Amendment Request</li> <li>Proposed contract or amendment</li> </ul>	
<b>Subject Medical/Mental Health-Related Service Description</b> (Brief summary of eHealth services involved. As applicable, identify the contract and solicitation sections related to eHealth services.)	
<p>The base contract is for the provision of operation of pharmacy and prescription services. The proposed amendment requires the vendor to provide a part-time pharmacist for Hep C review and treatment initiation for the remainder of the term – through June 30, 2021.</p> <p>This cost is projected to be \$5800/month at 20 hours/week or an increase of \$58,000. Hep C funds can be utilized for the additional part-time position. We are also adding funds to cover non-contract payments for drugs needed in situations where they are not available from the State's primary wholesaler, and that often-times the urgent need and wholesaler inability to provide these drugs dictates the State paying a higher price. HIV and back-up pharmacy payments resulting in a total increase of \$7,055,771.90 in the maximum liability.</p>	

-----Original Message-----

From: edison.erp@tn.gov <edison.erp@tn.gov>

Sent: Monday, July 20, 2020 10:03 AM

To: Leni Chick <Leni.Chick@tn.gov>

Subject: [Form Approval] Form 2577 (AMEND\_STAN) has been Approved

Form 2577 (AMEND\_STAN) has been approved. Details are shown below:

Subject: 32901 Amendment 4 - Contract 46576 Clinical Solutions

Priority: 3

Due Date:

Requester: lenis1210001

Click on the URL to access the form:

[https://hub.edison.tn.gov/psp/paprd/EMPLOYEE/ERP/c/MANAGE\\_FORM.FORM\\_ADD.GBL?Page=FORM&Action=U&SEQ\\_NBR=2577](https://hub.edison.tn.gov/psp/paprd/EMPLOYEE/ERP/c/MANAGE_FORM.FORM_ADD.GBL?Page=FORM&Action=U&SEQ_NBR=2577)

(This message was automatically generated by Form and Approval Builder on 2020-07-20 at 10.03.09.000000. Please do not reply to this email.)

# Amendment Request

This request form is not required for amendments to grant contracts. Upload the completed document and route for approvals by selecting the Amendment Request e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

**APPROVED**

CHIEF PROCUREMENT OFFICER

DATE

<b>Agency request tracking #</b>	<b>32901-14100</b>	
<b>1. Procuring Agency</b>	<b>Tennessee Department of Correction</b>	
<b>2. Contractor</b>	<b>Clinical Solutions, LLC</b>	
<b>3. Edison contract ID #</b>	<b>46576</b>	
<b>4. Proposed amendment #</b>	<b>4</b>	
<b>5. Contract's Original Effective Date</b>	<b>July 1, 2015</b>	
<b>6. Current end date</b>	<b>June 30, 2021</b>	
<b>7. Proposed end date</b>	<b>June 30, 2021</b>	
<b>8. Current Maximum Liability or Estimated Liability</b>	<b>\$ 17,624,612.00</b>	
<b>9. Proposed Maximum Liability or Estimated Liability</b>	<b>\$ 24,680,393.90</b>	
<b>10. Strategic Technology Solutions Pre-Approval Endorsement Request</b> – <i>information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> <b>Not Applicable</b> <input type="checkbox"/> <b>Attached</b>	
<b>11. eHealth Pre-Approval Endorsement Request</b> – <i>health-related professional, pharmaceutical, laboratory, or imaging</i>	<input type="checkbox"/> <b>Not Applicable</b> <input checked="" type="checkbox"/> <b>Attached</b>	
<b>12. Human Resources Pre-Approval Endorsement Request</b> – <i>state employee training service</i>	<input checked="" type="checkbox"/> <b>Not Applicable</b> <input type="checkbox"/> <b>Attached</b>	
<b>13. Explain why the proposed amendment is needed</b>		
<p>Revise the scope of services to provide a part-time contract pharmacist specifically for the role of Hep C patient review and treatment initiation for the remainder of the term – through June 30, 2021. This cost is projected to be \$5800/month at twenty (20) hours/week or an increase of \$58,000. Hep C funds can be utilized for the additional part-time position. The proposed amendment also provides funding for non-contract payments for drugs needed in situations where they are not available from the State's primary wholesaler, and that often-times the urgent need and wholesaler inability to provide these drugs dictates</p>		

<b>Agency request tracking #</b>	<b>32901-14100</b>
<p>the State paying a higher price, HIV and back-up pharmacy payments. The total increase in the maximum liability is \$7,055,771.90.</p>	
<p><b>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</b></p> <p><b>It is in the best interest of the State to amend the current contract with Clinical Solutions in order for the vendor to continue to provide pharmaceuticals and to serve as a backup wholesaler for the Department in the event that necessary pharmaceuticals are either not available through the State's primary wholesaler or are available through Clinical Solutions at a lower price. CPO is working on a replacement sole source modeled after the MMCAP contract with Clinical Solutions, customized to meet Tennessee needs and to avoid some of the fees, such as consulting, that are part of the MMCAP contract?</b></p> <p><b>Revise the scope of services to provide a part-time contract pharmacist specifically for the role of Hep C patient review and treatment initiation for the remainder of the term – through June 30, 2021. This cost is projected to be \$5800/month at twenty (20) hours/week or an increase of \$58,000. Hep C funds can be utilized for the additional part-time position.</b></p>	
<p><b>Signature of Agency head or authorized designee, title of signatory, and date</b> (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p>	



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 32901-14100	<b>Edison ID</b> 46576	<b>Contract #</b> 46576	<b>Amendment #</b> 4		
<b>Contractor Legal Entity Name</b> Clinical Solutions LLC			<b>Edison Vendor ID</b> 181432		
<b>Amendment Purpose &amp; Effect(s)</b> To add a part-time Contract Pharmacist position specifically for the role of Hep C patient review and treatment initiation and to add funding for non-contract payments, HIV payments and back-up pharmacy payments.					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> NA			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$7,055,771.90</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2016	\$2,520,773.95				\$2,520,773.95
2017	\$3,360,364.86				\$3,360,364.86
2018	\$3,004,322.19				\$3,004,322.19
2019	\$3,223,233.76				\$3,223,233.76
2020	\$2,996,976.34				\$2,996,976.34
2021	\$9,574,712.80				\$9,574,712.80
<b>TOTAL:</b>	<b>\$24,680,383.90</b>				<b>\$24,680,383.90</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT 4  
OF CONTRACT 46576**

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

1. The following is added as Contract Section A.17.b.(5):

A.17.b.(5). The Contractor shall provide a part-time Contract Pharmacist, twenty (20) hours per week, specifically for the role of Hep C patient review and treatment initiation. The individual in this position will assist the State in increasing the patient case review and start more patients on Hep C treatment.

2. Contract Sections C.1, C.2, and C.3 are deleted in their entirety and replaced with the following:

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Twenty-Four Million, Six Hundred Eighty Thousand, Three Hundred Eighty-Three Dollars and Ninety Cents (\$24,680,383.90) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)						
	1st 12 Months After GO Live Date	2nd 12 Months After GO Live Date	3rd 12 Months After GO Live Date	4th 12 Months After GO Live Date	5th 12 Months After GO Live Date	6th 12 Months After GO Live Date	September 1, 2020 – June 30, 2021
Drug Dispensing Handling Fee <sup>1</sup>	<b>\$4.65</b>	<b>\$3.39</b>	<b>\$3.43</b>	<b>\$3.46</b>	<b>\$3.49</b>	<b>\$3.49</b>	
Part-time contract pharmacist							<b>\$5,800/month</b>

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

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

Equipment purchases will be an at cost reimbursement pursuant to Section A.9. All invoices will be paid in a timely manner in accordance with State law.

All equipment and supplies under Section A.21., in the event of early termination of the Contract, will be paid upon receipt of properly submitted invoices within the timer period required of State law.

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 October 1, 2020. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**CLINICAL SOLUTIONS, LLC:**

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**SIGNATURE**

**DATE**

---

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

**TENNESSEE DEPARTMENT OF CORRECTION:**

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**TONY PARKER, COMMISSIONER**

**DATE**

**Amendment 4 – Contract 46576**

	RFS #	DEPARTMENT	VENDOR	PRESENTER	SERVICE	AMEND	REASON FOR AMD	ORIG. CMPTVIE?	CURRENT AMOUNT	\$	AMT W/ AMEND	\$	CON/AMEN EFF DATE	CURRENT END DATE	PROPOSED END DATE
1	329.01-14100	Correction	Clinical Solutions, LLC	Torrey Grimes	Inmate Pharmaceuticals	3	Extend term one year and increase maximum liability by \$2,400,000	Yes	\$15,224,612	100% S	\$17,624,612	100% S	7/1/2020	6/30/20	6/30/21
2	329.01-31186	Corection	Buddi, US	Torrey Grimes	Electronic Monitoring and Victim Notification Services	2	Extend term one year; increase maximum liability by \$947,400 and continuation of services during the RFP process	No	\$2,749,600	100% S	\$3,697,000	100% S	9/1/2020	8/31/2020	8/31/2021
3	329.01-31225	Correction	Prisoner Transportation Services, LLC	Torrey Grimes	Inmate transportation services	2	Extend term one year	Yes	\$375,000	100% S	N/A	N/A	7/1/2020	6/30/2020	6/30/2021
4	329.01-31328	Correction	Comprehensive Drug Testing Inc.	Torrey Grimes	Employee drug and alcohol testing	1	Increase maximum liability by \$1,042,705 and update payment methodology	Yes	\$1,371,345	100% S	\$2,414,050	100% S	5/1/2020	4/30/2023	N/A
5	329.01-31669	Correction	The Next Door, Inc.	Torrey Grimes	Female transitional facility	1	Extend term one year, increase maximum liability by \$678,641	No	\$1,357,282	100% S	\$2,035,923	100% S	7/1/2020	6/30/2020	6/30/2021
6	329.01-31215	Correction	Allvest Information Services dba Vant4ge	Torrey Grimes	Hosting of needs assessment system	1	Extend term one year, increase maximum liability by \$240,000, update payment methodology	No	\$169,443	100% S	\$409,443	100% S	8/1/2020	7/31/2020	7/31/2021
7	329.01-31234	Correction	Allvest Information Services dba Vant4ge	Torrey Grimes	Needs assessment subscription services	N/A	N/A	No	\$4,187,946	100% S	N/A	N/A	7/1/2020	N/A	6/30/2021
8	329.01-31264	Correction	Corizon, LLC	Torrey Grimes	Inmate behavioral health services	3	Extend term six months, increase maximum liability by \$6,900,000	Yes	\$64,832,460	100% S	\$76,193,360	100% S	7/1/2020	6/30/2020	12/31/2020
9	349.01-00405	Safety	Intelligent Imaging Systems, Inc	Lieutenant Colonel Michael McAlister, Sandra Braber-Grove, Sonya Hadley	Smart Roadside Inspection System (SRIS)	2	Increase maximum liability by \$1,534,400	No	\$1,230,000	100% F	\$3,206,900	100% F	4/1/2020	1/31/2021	1/31/2021
10	349.01-00543	Safety	Cambridge Systematics, Inc.	Major Brandon Douglas, Sandra Braber-Grove, Sonya Hadley	ITD & PRISM development and management	2	Extend term two years, increase maximum liability by \$320,000	No	\$320,000	100% F	\$640,000	100% F	5/4/2020	7/31/2020	7/31/2022
11	349.01-00542	Safety	Buford Goff and Associates, Inc.	Arnold Hooper, Lieutenant Colonel Matt Perry, Sonya Hadley, Sandra Braber-Grove	Tennessee Advanced Communications Network (TACN) Consultation	2	Extend term one year	No	\$1,076,000	45% S 55% F	N/A	N/A	5/1/2020	7/14/2020	7/14/2021
12	349.01-00235	Safety	Intergraph Corporation (dba Hexagpm Safety and Infrastructure)	Sandra Braber-Grove, Arnold Hooper, Sonya Hadley, Tim Sundell	Continued maintenance and support of Computer Aided Dispatch (CAD)	2	Extend term two years, increase maximum liability by \$4,592,593	No	\$1,968,598	60% S 40% I	\$2,623,995	60% S 40% I	6/7/2020	6/30/2020	6/30/2022

13	349.01-00531	Safety	Fast, LP	Assistant Commissioner Paula Shaw, Director Michael Hogan Sonya Hadley, Sandra Braber-Grove	Continued maintenance and support of A-List	2	Increase maximum liability by \$1,258,333 and changed name from Fast Enterprises, LLC to Fast, LP	No	\$13,740,000	100% S	\$14,998,333	100% S	6/29/2020	2/28/2022	NA
14	349.01-00269	Safety	Hughes, McDaniel, & Associates, PLC	Director Kerri Balthrop, Sonya Hadley, Sandra Braber-Grove	Psychological evaluations and testing	1	Extend term three months	Yes	\$435,000	100% S	N/A	N/A	7/6/2020	7/31/2020	10/31/2020
15	309.01-34617	Treasury	Acadian Asset Management, LLC	Carrie Green	Management of international equities on behalf of TCRS	1	Increase maximum liability by \$4,458,229	Yes	\$8,541,771	100% O	\$13,000,000	100% O	3/30/2020	9/29/2021	9/29/2021
16	309.01-46420	Treasury	Dynamo Software, Inc.	Derrick Dagnan	Replace eFront Financial Solutions software for management of alternative investments	N/A	N/A	No	\$1,500,000	100% O	N/A	N/A	6/1/2020	N/A	5/31/2023
17	309.01-46720	Treasury	eFront Financial Solutions, Inc.	Derrick Dagnan	Alternative investment management system for TCRS	2	Extend term six months	Yes	\$1,234,500	100% O	N/A	N/A	6/1/2020	6/14/2020	12/14/2020
18	309.01-33117	Treasury	Deloitte Consulting, LLP	Steve Summerall	Post-implementation support services for the TCRS pension administration Concord system	2	Extend term one year	No	\$4,137,440	100% I	N/A	N/A	8/1/2020	7/31/2020	7/31/2021
19	330.02-61816	ECD	Meliora	Brooxie Carlton, Garrett Guillory	Foreign direct representative-Korea	6	Extend term one year, increase maximum liability by \$190,000	Yes	\$595,543	100% S	\$785,543	100% S	5/25/2020	5/26/2020	5/26/2021
20	330.07-45319	ECD	Retail Strategies, LLC	Brooxie Carlton, Garrett Guillory	Management of Retail Academy	2	Extend term one year, increase maximum liability by \$280,000	Yes	\$273,500	84% S 16% F	\$553,500	92% S 8% F	5/18/2020	5/19/2020	5/19/2021
21	318.65-00394	TennCare	Appriss, Inc.	William Aaron	Monthly Electronic Extract of Inmate Data	5	Increase maximum liability by \$32,000	No	\$248,500	25% S 75% F	\$280,500	25% S 75% F	8/30/2020	8/31/2020	N/A
22	318.65-00470	TennCare	Deloitte Consulting, LLP	William Aaron	TEDS Implementation	3	Increase maximum liability by \$124,400,000	Yes	\$272,130,065	16% S 84% F	\$396,530,065	16% S 84% F	7/1/2020	9/30/2021	N/A
23	318.65-00490	TennCare	DentaQuest USA Insurance Company, Inc.	William Aaron	Dental Benefits Management (DBM) Programs	1	Change in scope	Yes	\$79,501,676	25% S 75% F	N/A	N/A	7/1/2020	4/30/2023	N/A
24	318.65-0080	TennCare	DXC MS LLC	William Aaron	Operation and management of TennCare Medicaid Management Information Systems (TCMIS)	6	Name change from "DXC Technology Services, LLC" to "DXC MS LLC", updates payment methodology	No	\$1,303,668	20% S 80% F	N/A	N/A	7/1/2020	6/30/2024	N/A
25	318.65-00441	TennCare	Grant Cooper & Associates	William Aaron	National healthcare executive search and recruitment	3	Extend term one year	Yes	\$270,000	50% S 50% F	N/A	N/A	1/4/2021	1/3/2021	1/3/2022
26	318.65-00487	TennCare	Keystone Peer Review Organization, Inc.	William Aaron	TennCare and CoverKids application processing center services	1	Extend term one year, increase maximum liability by \$4,100,000	Yes	\$41,069,159	75% F 25% S	\$45,169,159	75% F 25% S	7/1/2020	3/31/2021	3/31/2022

27	318.65-00350	TennCare	<b>Keystone Peer Review Organization, Inc.</b>	William Aaron	Member appeals processes	6	Extend term one year, increase maximum liability by \$7,357,226 and updates payment methodology	Yes	\$75,678,224	50% S 50% F	\$83,035,450	50% S 50% F	7/1/2020	1/14/2021	1/14/2022
28	318.65-00407	TennCare	<b>KPMG LLP</b>	William Aaron	Technical advisory services	3	Adds language for one additional renewal year	Yes	\$355,578,564	10% S 90% F	N/A	N/A	7/1/2020	12/31/2024	N/A
29	318.65-00451	TennCare	<b>Maximus Health Services, Inc.</b>	William Aaron	Pre-Admissions Screening and Resident Review (PASRR) processes	3	Extend term one year, increase maximum liability by \$4,400,000	Yes	\$28,020,184	25% S 75% F	\$32,420,184	25% S 75% F	7/1/2020	5/31/2021	5/31/2022
30	318.65-00388	TennCare	<b>Maximus Human Services, Inc.</b>	William Aaron	Maintenance and operations to Provider Date Management System	3	Extend term one year, increase maximum liability by \$3,310,063	Yes	\$23,300,746	10% S 90% F	\$26,610,809	10% S 90% F	10/1/2020	4/30/2021	4/30/2022
31	318.65-00372	TennCare	<b>Amerigroup Tennessee, Inc.</b>	William Aaron	Statewide Managed Care Organization (MCO) services	12	Extend term two years, increase maximum liability by \$2,000,000,000, and update scope of services	Yes	\$11,815,423,650	34% S 66% F	\$13,815,423,650	34% S 66% F	7/1/2020	12/31/2020	12/31/2022
32	318.65-00373	TennCare	<b>UnitedHealthcare Community Plan</b>	William Aaron	Statewide Managed Care Organization (MCO) services	12	Extend term two years, increase maximum liability by \$2,000,000,000, and update scope of services	Yes	\$11,815,423,650	34% S 66% F	\$13,815,423,650	34% S 66% F	7/1/2020	12/31/2020	12/31/2022
33	318.65-00374	TennCare	<b>VSHP BlueCare Tennessee</b>	William Aaron	Statewide Managed Care Organization (MCO) services	12	Extend term two years, increase maximum liability by \$2,500,000,000, and update scope of services	Yes	\$14,294,257,106	34% S 66% F	\$16,794,257,106	34% S 66% F	7/1/2020	12/31/2020	12/31/2022
34	318.65-00026	TennCare	<b>VSHP TennCare Select</b>	William Aaron	Statewide Managed Care Organization (MCO) services	48	Extend term two years, increase maximum liability by \$500,000,000	No	\$6,338,721,306	34% S 66% F	\$6,838,721,306	34% S 66% F	7/1/2020	12/31/2020	12/31/2022
35	318.65-00406	TennCare	<b>Myers &amp; Stauffer LC</b>	William Aaron	Development of reimbursement rate structures for Tennessee nursing facilities treating Medicaid patients	4	Extend term one year, increase maximum liability by \$2,300,000	Yes	\$7,577,000	\$9,877,000			7/1/2020	10/31/2020	10/31/2021
36	318.65-00352	TennCare	<b>NTT Data State Health Consulting, LLC</b>	William Aaron	Independent Validation and Verification (IV&V) Services	6	Extend term six months, increase maximum liability by \$5,827,383	Yes	\$60,687,081	10% S 90% F	\$65,514,464	10% S 90% F	7/1/2020	7/1/2020	12/31/2020
37	318.65-00408	TennCare	<b>Principle Valuation, LLC</b>	William Aaron	Real Estate Appraisals for Medicaid-certified Nursing Facilities	4	Extend term one year	Yes	\$361,300	50% S 50% F	N/A	N/A	7/1/2020	10/31/2020	10/31/2021
38	318.65-00442	TennCare	<b>Public Consulting Group, Inc.</b>	William Aaron	Strategic program management office services	3	Extend term one year, increase maximum liability by \$7,376,376, update payment methodology	Yes	\$34,888,721	10% S 90% F	\$42,265,097	10% S 90% F	7/1/2020	10/31/2020	10/31/2021

39	401.00-12120	Transportation	<b>Panther International, LLC</b>	Joe Galbato, Michelle Frazier, Brian Carroll	Web-based grant management system	3	Extend term one year, increase maximum liability by \$60,000	No	\$300,000	100% S	\$360,000	100% S	5/30/2020	5/31/2020	5/31/2021
40	331.11-00517	Education	<b>Tembo, Inc.</b>	Joanna Collins, Jay Klein, Mike Hardy, Rachel Willcutts	TN State Report Card hosting and maintenance	4	Extend term one year, increase maximum liability by \$167,000	No	\$225,000	100% S	\$387,000	100% S	6/14/2020	6/15/2020	6/15/2021
41	331.04-01319	Education	<b>InRule</b>	Joanna Collins, Steven Sanders, Vijay Gollapudi, Jay Klein	Tennessee Education Data System (TEDS)	1	Extend term 8 months and 9 days and increase maximum liability by \$135,000	No	\$210,000	100% S	\$345,000	100% S	10/30/2020	10/21/2020	6/30/2021
42	331.95-01230	Education	<b>Riverside Assessments LLC dba Riverside Insights</b>	Joanna Collins, Jill Rigsby, Jay Klein, Eve Carney and Andy Kidd, Gabrielle Madison	Tennessee Early Intervention System (TEIS) software	N/A	N/A	No	\$555,620	100% S	N/A	N/A	7/1/2020	N/A	4/30/2023
43	335.01-181002	Commerce	<b>Micropact Global, Inc.</b>	Paul Hartbarger	CORE maintenance and support	1		No	\$5,520,894		\$3,962,450		5/29/2021	5/30/2021	5/31/2023
44	335.01-185006	Commerce	<b>Mission Critical partners, LLC</b>		Emergency communications management and operations	1							6/28/2023	6/30/2023	6/30/2023
45	343.20-11917	Health	<b>ManTech Advanced Systems International, Inc.</b>	Alexa Witcher, Lindsay Oliveras, Gray Bishop	Vital Records Information Management System	2	Extend term one year; increase max liability by \$586,255	No	\$1,996,442	100% S	\$2,582,697	100% S	8/3/2020	8/4/2020	8/4/2021
46	343.53-14817	Health	<b>Solutran, Inc.</b>	Alexa Witcher, Peggy Lewis, Lindsay Oliveras	WIC fiscal intermediary services for the nutrition programs	1	Change in scope	Yes	\$1,800,000	100% F	N/A	N/A	9/29/2021	9/30/2021	N/A
47		Austin Peay State University	<b>Evaluation Systems-Pearson</b>	Dr. Prentice T. Chandler, Dr. Lisa Barron	edTPA assessment vouchers	N/A	N/A	No	\$292,000	100% S	N/A	N/A	7/1/2020	N/A	6/30/2025
48		Middle Tennessee State University	<b>Evaluation Systems-Pearson</b>	Bobbi Lussier, Alan Thomas	edTPA assessment vouchers	N/A	N/A	No	\$504,368	100% S	N/A	N/A	7/1/2020	N/A	6/30/2025
49		Revenue	<b>Fast Enterprises, LLC</b>	Courtney Swim	Maintenance of intergrated tax software system	N/A	N/A	No	\$23,501,000	100% S	N/A	N/A	6/1/2020	N/A	5/31/2023
50	305.01-02820	Secretary of State	<b>ProQuest LLC</b>	Chuck Sherrill, Mary Beth Thomas	Tennessean database access	2	Extend term one year, increase maximum liability by \$89,180	No	\$331,645	100% S	\$420,645	100% S	7/1/2020	6/30/2020	6/30/2021
51	305.01-02920	Secretary of State	<b>ProQuest LLC</b>	Chuck Sherrill, Mary Beth Thomas	HeritageQuest database access	2	Extend one year, increase maximum liability by \$230,315	No	\$839,033	100% S	\$1,069,348	100% S	7/1/2020	6/30/2020	6/30/2021

S: State, F: Federal, I: Interdepartmental, O: Other



December 10, 2019

The Honorable Ron Travis, Chairman  
Fiscal Review Committee  
636 Cordell Hull Building  
Nashville, TN 37243

Dear Chairman Travis:

The Tennessee Department of Correction (TDOC) wishes to amend its current contract for the operation and prescription filling services of the TDOC Pharmacy located at the Lois DeBerry Special Needs Facility (DSNF).

It is necessary to amend the current contract with Clinical Solutions, LLC in order for the vendor to continue to provide pharmaceuticals, and to serve as a backup wholesaler for the Department in the event that necessary pharmaceuticals are either not available through the State's primary wholesaler or are available through Clinical Solutions at a lower price.

After research and numerous discussions with the Central Procurement Office (CPO) regarding the possibility of executing a participating addendum to the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP), the Department has determined that issuing an RFP for these services is in the best interest of the State and the Department. TDOC Legal staff finds no records concerning allegations of fraudulent activity by this vendor.

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

Please advise, if you have any questions or concerns.

Sincerely,

Tony Parker  
Commissioner

TP:LSC

pc: Hon. Todd Gardenhire, Vice-Chairman  
Krista Lee, Fiscal Review Committee Director  
Debbie Inglis, Deputy Commissioner/General Counsel  
Wes Landers, Deputy Commissioner/Chief Financial Officer  
Torrey Grimes, Legislative Liaison/Staff Attorney  
Priscilla Wainwright, Director of Contracts

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Priscilla Wainwright	*Contact Phone:	615-253-5571	
*Presenter's name(s):	Wes Landers, Chief Financial Officer			
Edison Contract Number: <i>(if applicable)</i>	46576	RFS Number: <i>(if applicable)</i>	32901-14100	
*Original Contract Begin Date:	July 1, 2015	*Current End Date:	June 30, 2020	
Current Request Amendment Number: <i>(if applicable)</i>	3			
Proposed Amendment Effective Date: <i>(if applicable)</i>	July 1, 2020			
*Department Submitting:	Tennessee Department of Correction			
*Division:	Fiscal Services			
*Date Submitted:	December 11, 2019			
*Submitted Within Sixty (60) days:	Yes			
<i>If not, explain:</i>	NA			
*Contract Vendor Name:	Clinical Solutions, LLC			
*Current Maximum Liability:	\$15,224,612.00			
*Estimated Total Spend for Commodities:	NA			
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>				
FY: 16	FY: 17	FY: 18	FY: 19	FY: 20
\$2,762,496	\$2,347,488	\$2,166,912	\$2,586,104	\$5,361,612
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>				
FY: 16	FY: 17	FY: 18	FY: 19	FY: 20
\$2,505,090.93	\$3,360,364.86	\$3,004,322.19	\$2,899,025.76	\$509,498.51
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		NA		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		NA		
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		NA		
<b>*Contract Funding Source/Amount:</b>				
State:	\$15,224,612	Federal:		

Supplemental Documentation Required for  
Fiscal Review Committee

<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>		
December 21, 2018	Revised scope of services to allow the vendor to purchase and receive bulk medications via membership in the MMCAP or through the Contractor’s wholesale or mail-order divisions.		
October 15, 2019	Increased the maximum liability to pay for current and expected invoices.		
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?		Costs were determined via the RFP process.	
*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.		It is in the best interest of the State to amend the current contract with Clinical Solutions in order for the vendor to continue providing necessary services until the end of the contract term.	



Unit	Sum Merchandise A	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year
32901	\$ 50.00	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022438	00059985	SD6767918	9/23/2016	2017
32901	\$ 60.76	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022420	00060000	SPCL2491081016	9/15/2016	2017
32901	\$ 106.62	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060667	SD6782294	9/29/2016	2017
32901	\$ 121.52	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022353	00059845	SPCL2491	9/8/2016	2017
32901	\$ 230.14	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022438	00059987	SD6609613	9/23/2016	2017
32901	\$ 423.36	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060669	SD6789044	9/30/2016	2017
32901	\$ 792.00	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060666	KM0609492	9/29/2016	2017
32901	\$ 945.00	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022438	00059986	SD6771327	9/23/2016	2017
32901	\$ 1,454.64	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022600	00060813	QUE2191513	10/13/2016	2017
32901	\$ 1,598.40	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060668	AMAX090116	9/30/2016	2017
32901	\$ 3,729.60	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022366	00059846	SD6659355	9/9/2016	2017
32901	\$ 12,083.68	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022387	00059882	TDOC-081516	9/14/2016	2017
32901	\$ 17,079.00	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060670	PM217942	9/30/2016	2017
32901	\$ 36,763.98	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023307	00064360	TDOC-121516	1/19/2017	2017
32901	\$ 39,754.38	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023263	00063851	TDOC-113016	1/3/2017	2017
32901	\$ 40,106.80	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022186	00058932	TDOC-071516	8/9/2016	2017
32901	\$ 45,360.06	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022638	00061051	TDOC-091516	10/14/2016	2017
32901	\$ 46,652.19	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022929	00062350	TDOC-101516	11/18/2016	2017
32901	\$ 57,604.14	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022780	00061546	TDOC-093016	10/21/2016	2017
32901	\$ 64,538.39	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022368	00059620	TDOC-073116	8/29/2016	2017
32901	\$ 81,437.97	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023229	00063851	TDOC-113016	1/3/2017	2017
32901	\$ 92,048.67	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023306	00064360	TDOC-121516	1/19/2017	2017
32901	\$ 92,493.15	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022367	00059620	TDOC-073116	8/29/2016	2017
32901	\$ 97,443.43	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022636	00061052	TDOC-083116	10/7/2016	2017
32901	\$ 98,795.52	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024216	00069458	TDOC-043017	6/12/2017	2017
32901	\$ 102,362.14	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023690	00065979	TDOC-021517	3/3/2017	2017
32901	\$ 107,270.66	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024147	00068233	TDOC-033117	5/5/2017	2017
32901	\$ 110,158.50	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022185	00058932	TDOC-071516	8/9/2016	2017
32901	\$ 112,655.55	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022637	00061051	TDOC-091516	10/14/2016	2017
32901	\$ 113,646.00	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022928	00062350	TDOC-101516	11/18/2016	2017
32901	\$ 114,118.05	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023544	00065387	TDOC-123116	2/10/2017	2017
32901	\$ 117,300.90	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022386	00059882	TDOC-081516	9/14/2016	2017
32901	\$ 118,463.40	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022779	00061546	TDOC-093016	10/21/2016	2017
32901	\$ 119,047.14	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023041	00063115	TDOC-111516	12/8/2016	2017
32901	\$ 119,509.65	0000000000000000000046576	0000181432	Clinical Solutions LLC	0000022635	00061052	TDOC-083116	10/7/2016	2017
32901	\$ 126,054.44	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023488	00065493	TDOC-011517	2/14/2017	2017
32901	\$ 129,143.00	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023943	00067228	TDOC-031517	4/5/2017	2017
32901	\$ 130,486.54	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024449	00069916	TDOC-053117	6/16/2017	2017
32901	\$ 134,763.13	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024148	00068237	TDOC-041517	5/5/2017	2017
32901	\$ 135,394.80	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024527	00070416	TDOC-061517	7/14/2017	2017
32901	\$ 136,932.53	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024371	00069728	TDOC-051517	6/13/2017	2017
32901	\$ 137,949.43	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023820	00066620	TDOC-022817	3/23/2017	2017
32901	\$ 138,955.39	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023688	00065977	TDOC-013117	3/3/2017	2017
32901	\$ 156,024.89	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024565	00070997	TDOC-063017	7/28/2017	2017

32901	\$	168,455.32	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023047	00062933	TDOC-103116	12/1/2016	2017
<b>Total FY 17</b>	<b>\$</b>	<b>3,360,364.86</b>								

Unit	Sum Merchandise A	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year	
32901	\$	780.00	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076746	50226	12/15/2017	2018
32901	\$	14.44	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076754	50274	12/15/2017	2018
32901	\$	63.18	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076751	50258	12/15/2017	2018
32901	\$	710.64	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076750	101717A	12/15/2017	2018
32901	\$	723.32	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076747	50222	12/15/2017	2018
32901	\$	3,186.66	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076755	50273	12/22/2017	2018
32901	\$	86,254.09	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026916	00084593	TDOC-061518	7/13/2018	2018
32901	\$	87,415.58	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025993	00078383	TDOC-011518	2/14/2018	2018
32901	\$	94,101.50	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024783	00071905	TDOC-071517	8/18/2017	2018
32901	\$	100,366.74	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025899	00077844	TDOC-123117	1/30/2018	2018
32901	\$	111,525.20	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025260	00074100	TDOC091517	10/19/2017	2018
32901	\$	111,742.89	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025830	00077480	TDOC-121517	2/1/2018	2018
32901	\$	113,563.56	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025688	00076591	TDOC-111517	12/15/2017	2018
32901	\$	114,844.45	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025455	00075133	TDOC-101517	11/16/2017	2018
32901	\$	115,496.36	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026278	00080095	TDOC-021518	3/23/2018	2018
32901	\$	125,052.10	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025310	00074436	TDOC-093017	10/30/2017	2018
32901	\$	119,707.16	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026607	00082304	TDOC-041518	5/15/2018	2018
32901	\$	122,220.73	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026419	00081484	TDOC-031518	4/20/2018	2018
32901	\$	124,431.15	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026313	00080209	TDOC-022818	3/29/2018	2018
32901	\$	124,743.75	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026860	00083702	TDOC-051518	6/14/2018	2018
32901	\$	125,678.57	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024983	00072602	TDOC-081517	9/14/2017	2018
32901	\$	131,889.14	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025085	00073205	TDOC-083117	10/2/2017	2018
32901	\$	136,676.70	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024893	00072107	TDOC-073117	8/30/2017	2018
32901	\$	139,856.24	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026576	00081992	TDOC-033118	4/30/2018	2018
32901	\$	142,428.27	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026715	00082917	TDOC-043018	5/30/2018	2018
32901	\$	143,572.00	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025687	00076593	TDOC-103117	12/14/2017	2018
32901	\$	162,611.56	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026199	00079608	TDOC-013118	3/6/2018	2018
32901	\$	157,949.10	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027014	00084347	TDOC-0533118	6/25/2018	2018
32901	\$	165,709.33	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025690	00076588	TDOC-113017	12/29/2017	2018
32901	\$	141,007.78	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027136	00085104	TDOC-063018	6/30/2018	2018
<b>Total FY18</b>	<b>\$</b>	<b>3,004,322.19</b>								

Unit	Sum Merchandise A	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year	
32901	\$	731.000	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027852	00088981	TDOC-IICENSEREN	4/15/2019	2019
32901	\$	89,796.040	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028289	00091571	TDOC-121518	1/14/2019	2019
32901	\$	97,629.400	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028054	00090214	TDOC-111518	12/14/2018	2019
32901	\$	98,555.810	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027647	00087805	TDOC-091518	10/15/2018	2019
32901	\$	99,170.600	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027244	00085411	TDOC-071518	8/14/2018	2019
32901	\$	104,881.500	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000029421	00098933	TDOC-051519	6/14/2019	2019
32901	\$	107,486.870	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027852	00088976	TDOC-101518	11/14/2018	2019
32901	\$	108,017.800	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028944	00095966	TDOC-031519	4/12/2019	2019
32901	\$	108,985.680	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027424	00086791	TDOC-081518	9/14/2018	2019
32901	\$	111,957.530	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028469	00092994	TDOC-011519	2/14/2019	2019

32901	\$	114,319.030	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000029206	00097545	TDOC-041519	5/15/2019	2019
32901	\$	119,652.540	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028819	00094991	TDOC-022819	3/29/2019	2019
32901	\$	121,023.020	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028557	00093641	TDOC-013119	3/1/2019	2019
32901	\$	131,135.970	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028700	00094326	TDOC-021519	3/15/2019	2019
32901	\$	137,567.720	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028177	00091086	TDOC-113018	12/31/2018	2019
32901	\$	141,007.780	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027136	00085104	TDOC-063018	7/30/2018	2019
32901	\$	142,213.990	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028346	00092364	TDOC-123118	2/1/2019	2019
32901	\$	143,244.860	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027534	00087454	TDOC-083118	9/28/2018	2019
32901	\$	147,305.260	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027748	00088693	TDOC-093018	10/30/2018	2019
32901	\$	166,051.730	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027329	00086087	TDOC-073118	8/30/2018	2019
32901	\$	186,731.340	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027956	00090157	TDOC-103118	11/30/2018	2019
32901	\$	195,681.990	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000029045	00096431	TDOC-033119	4/30/2019	2019
32901	\$	225,878.300	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000029277	00097913	TDOC-043019	5/30/2019	2019
32901	\$	179,311.32	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000029598	00100165	TDOC-063019	7/30/2019	2019
32901	\$	104,197.26	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000029597	00099691	TDOC-061519	7/15/2019	2019
32901	\$	181,707.20	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000029596	00099689	TDOC-053119	7/1/2019	2019
<b>Total FY19</b>	<b>\$</b>	<b>3,364,241.54</b>								

Unit	Sum Merchandise Ar	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year	
32901	\$	109,537.16	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000030240	00103765	TDOC-091519	10/15/2019	2020
32901	\$	136,239.07	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000030292	00104100	TDOC-093019	10/30/2019	2020
32901	\$	135,582.41	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000030528	00105730	TDOC-103119	Not Paid Yet	2020
32901	\$	128,139.87	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000030448	00105205	TDOC - 101519	11/14/2019	2020
32901	\$	154,686.80	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000030129	00102963	TDOC-083119	9/30/2019	2020
32901	\$	119,925.35	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000030099	00102801	TDOC-081519	9/19/2019	2020
32901	\$	180,063.80	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000029906	00101535	TDOC-073119	8/30/2019	2020
32901	\$	114,258.63	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	'0000029812	00100825	TDOC-071519	8/14/2019	2020

**Total 2020**           **\$**       **1,078,433.09**

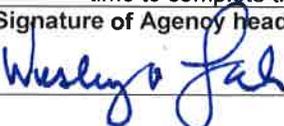
**Total Payment**       **\$**       **13,312,452.61**

**Released amount**    **\$**       **12,137,294.47**

**Diff**                   **\$**       **(1,175,158.14)**

# Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the "necessary contract clauses" identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 ("CPO Rule 17"). Complete this document in conformity with CPO Rule 17, which is available [here](#). Upload the completed document and route for approvals by selecting the appropriate RER e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>. All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17's necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates. Also, any change to the template language regarding the Limitation of Contractor's Liability shall be submitted using the Limitation of Contractor's Liability Request.

<p><b>APPROVED</b></p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p><b>APPROVED</b></p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
<b>Agency request tracking #</b>	32901-14100
<b>1. Procuring Agency</b>	Tennessee Department of Correction
<b>2. Edison contract ID #</b>	46576
<b>3. Please select Procurement or Contract Type.</b> (This will be the RER e-Form for routing purposes.)	<input type="checkbox"/> Grant Contract – for contracts involving Grants <input type="checkbox"/> Technology - for contracts involving technology <input type="checkbox"/> Risk Management - for changes to insurance or indemnification <input checked="" type="checkbox"/> Standard – Agency Term Contract or Statewide Contract (use for non-technology contracts for goods or services)
<b>4. Contractor or Grantee</b>	Clinical Solutions, LLC
<b>5. Contract's Effective Date</b>	July 1, 2015
<b>6. Contract or grant contract's Term</b> (with ALL options to extend exercised)	72 months
<b>7. Contract's Maximum Liability</b> (with ALL options to extend exercised)	\$ 17,624,612.00
<b>8. Citation and explanation of the rule(s)</b> for which the exception is requested	Term greater than 60 months
<b>9. Description of requested changes</b> If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.	
<b>10. Scope of Goods or Services Caption:</b>	Pharmacy and prescription filling services.
<b>11. Justification</b> After research and discussions with the CPO staff, it has been determined by the Department that joining the MMCAP contract is not feasible and would be cost prohibitive. An RFP will be issued to re-procure these services and allowing for the 12-month extension will provide the Department time to complete the RFP process.	
<b>Signature of Agency head or designee and date</b>	
 <span style="margin-left: 200px;">11/19/19</span>	

**RER Standard**

Subject Business Unit 32901 -- Extend Pharmacy Services Contract term beyond 60 months

**Review/Edit Approvers**

**RER Standard**

**RER Standard: 658:Approved** [View/Hide Comments](#)

RER Standard

<b>Approved</b> ✓ Ashraf A Gabous Agency Forms Approver 11/19/19 - 11:56 AM	→	<b>Approved</b> ✓ Toni L Stuart CPO Standard Forms Approver 11/19/19 - 12:01 PM	→	<b>Approved</b> ✓ Bryan S Chriske COT Treasury Forms Approver 11/25/19 - 2:49 PM
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**Comments**

**Comment History**

OK



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

**TO :** Office of e-Health Initiatives  
Department of Finance & Administration  
E-mail: [office.eHealth@tn.gov](mailto:office.eHealth@tn.gov)

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

**DATE :** November 18, 2019

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

**Applicable RFS # 32901-14100**

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

11/19/19

**Office of e-Health Initiatives**

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

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

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

**Applicable RFS # 32901-14100**

**proposed amendment extends the current contract an additional year and increases the maximum liability accordingly.**

# Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprrs.Agsprsr@tn.gov](mailto:Agsprrs.Agsprsr@tn.gov)

**APPROVED**

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	32901-14100	
1. Procuring Agency	Tennessee Department of Correction	
2. Contractor	Clinical Solutions, LLC	
3. Edison contract ID #	46576	
4. Proposed amendment #	3	
5. Contract's Original Effective Date	July 1, 2015	
6. Current end date	June 30, 2020	
7. Proposed end date	June 30, 2021	
8. Current Maximum Liability	\$ 15,224,612.00	
9. Proposed Maximum Liability	\$ 17,624,612.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
13. Explain why the proposed amendment is needed	Extend current contract term an additional year and increase maximum liability accordingly while the Department issues an RFP and awards a new contract for these services.	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	No change in scope.	

<b>Agency request tracking #</b>	<b>32901-14100</b>
<b>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</b>   	



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 32901-14100	<b>Edison ID</b> 46576	<b>Contract #</b> 46576	<b>Amendment #</b> 3		
<b>Contractor Legal Entity Name</b> Clinical Solutions LLC			<b>Edison Vendor ID</b> 181432		
<b>Amendment Purpose &amp; Effect(s)</b> To extend the current contract an additional year and increase the maximum liability accordingly.					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> June 30, 2021			
<b>TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u></b> (zero if N/A):			<b>\$2,400,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2016	\$2,762,496.00				\$2,762,496.00
2017	\$2,347,488.00				\$2,347,488.00
2018	\$2,166,912.00				\$2,166,912.00
2019	\$2,586,104.00				\$2,586,104.00
2020	\$5,361,612.00				\$5,361,612.00
2021	\$2,400,000.00				\$2,400,000.00
<b>TOTAL:</b>	<b>\$17,624,612.00</b>				<b>\$17,624,612.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  			<i>CPO USE</i>		
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**AMENDMENT 3  
OF CONTRACT 46576**

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

1. Contract Section B is deleted in its entirety and replaced with the following:

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of seventy-two (72) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

2. Contract Sections C.1, C.2, and C.3 are deleted in their entirety and replaced with the following:

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seventeen Million, Six Hundred Twenty-Four Thousand, Six Hundred Twelve Dollars (\$17,624,612.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)					
	1 <sup>st</sup> 12 Months After GO Live Date	2 <sup>nd</sup> 12 Months After GO Live Date	3 <sup>rd</sup> 12 Months After GO Live Date	4 <sup>th</sup> 12 Months After GO Live Date	5 <sup>th</sup> 12 Months After GO Live Date	6 <sup>th</sup> 12 Months After GO Live Date
Drug Dispensing Handling Fee <sup>1</sup>	\$4.65	\$3.39	\$3.43	\$3.46	\$3.49	\$3.49

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

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

Equipment purchases will be an at cost reimbursement pursuant to Section A.9. All invoices will be paid in a timely manner in accordance with State law.

All equipment and supplies under Section A.21., in the event of early termination of the Contract, will be paid upon receipt of properly submitted invoices within the timer period required of State law.

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, 2020. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**CLINICAL SOLUTIONS, LLC:**

---

**SIGNATURE**

**DATE**

---

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

**TENNESSEE DEPARTMENT OF CORRECTION:**

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**TONY PARKER, COMMISSIONER**

**DATE**



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE**

425 Fifth Avenue North – Suite G – 102  
NASHVILLE, TENNESSEE 37243-3400  
615-741-2564

**Rep. Ron Travis, Chairman  
Representatives**

Bill Beck  
Michael Curcio  
Martin Daniel  
Darren Jernigan  
Susan Lynn, *ex officio*  
Speaker Glen Casada, *ex officio*  
Pat Marsh  
Larry Miller  
Bill Sanderson  
Mark White

**Sen. Todd Gardenhire, Vice-Chairman  
Senators**

Paul Bailey  
Brenda Gilmore  
Sara Kyle  
Bo Watson, *ex officio*  
Lt. Governor Randy McNally, *ex officio*  
Steve Southerland  
Ken Yager

**M E M O R A N D U M**

**TO:** Mike Perry, Chief Procurement Officer  
Department of General Services

**FROM:** Representative Ron Travis, Chair  
Senator Todd Gardenhire, Vice-Chairman

**DATE:** July 24, 2019

**SUBJECT:** Contract Comments  
(Fiscal Review Committee Meeting 7/24/19)

**RFS# 329.01-14100 (Edison # 46576)**

**Department:** Correction

**Division:** Inmate Pharmaceuticals

**Vendor:** Clinical Solutions, LLC

**Summary:** The proposed amendment increases the maximum liability by \$3,553,700 and requires the vendor to conduct a trial implementation of an inventory control solution at the Lois M. DeBerry Special Needs Facility.

**Current maximum liability:** \$11,670,912

**Proposed maximum liability:** \$15,224,612

**After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.**



July 8, 2019

The Honorable Ron Travis, Chairman  
Fiscal Review Committee  
636 Cordell Hull Building  
Nashville, TN 37243

Dear Chairman Travis,

The Tennessee Department of Correction (TDOC) wishes to amend its current contract for the operation and prescription filling services of the TDOC Pharmacy located at the Lois M. DeBerry Special Needs Facility (DSNF).

It is necessary to amend the current contract with Clinical Solutions, LLC in order for the vendor to continue to provide pharmaceuticals, and to serve as a backup wholesaler for the Department in the event that necessary pharmaceuticals are either not available through the State's primary wholesaler or are available through Clinical Solutions at a lower price.

TDOC recently requested authorization from the Chief Procurement Officer for a ninety (90) day emergency purchase to facilitate payments of current and expected invoices from Clinical Solutions. TDOC experienced significant overspending of its budgeted and contract amount under the previous Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) wholesaler used by the State, Morris and Dixon (M & D). It is well documented that M & D provided short-dated medications which expired not long after receipt by the State, did not always stock the medications needed by TDOC inmates or was unable to procure the medications needed from other wholesalers, leaving TDOC to procure the drugs at a much higher retail price. In far too many instances, when there were price changes or decreases, M & D did not load them into its system in a timely manner, leaving TDOC paying higher prices than necessary.

TDOC would also like to conduct a trial implementation of an inventory control solution at DSNF, which shall include oversight of the installation of all necessary equipment and software, as well as monitoring inmate medications located in said inventory solution prior to being dispensed to the inmate patient. The State may elect to implement the inventory control solution at additional prison facilities following a successful implementation at DeBerry. The term of the contract remains the same.

TDOC Legal Staff finds no records concerning allegations of fraudulent activity by this vendor.

July 8, 2019  
Page 2

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

Please advise if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Tony Parker" with a small "vf" mark to the right.

Tony Parker

TP:LSC

pc: The Honorable Todd Gardenhire, Vice-Chairman  
Krista Lee, Fiscal Review Committee Director  
Debbie Inglis, Deputy Commissioner of Administration  
Wes Landers, Deputy Commissioner and Chief Financial Officer  
Torrey Grimes, Legislative Liaison and Staff Attorney  
Priscilla Wainwright, Director of Contracts

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Priscilla Wainwright	*Contact Phone:	615-253-5571	
*Presenter's name(s):	Wes Landers, Chief Financial Officer			
Edison Contract Number: <i>(if applicable)</i>	46576	RFS Number: <i>(if applicable)</i>	32901-14100	
*Original Contract Begin Date:	July 1, 2015	*Current End Date:	June 30, 2020	
Current Request Amendment Number: <i>(if applicable)</i>	2			
Proposed Amendment Effective Date: <i>(if applicable)</i>	September 8, 2019			
*Department Submitting:	Tennessee Department of Correction			
*Division:	Fiscal Services			
*Date Submitted:	July 8, 2019			
*Submitted Within Sixty (60) days:	Yes			
<i>If not, explain:</i>	NA			
*Contract Vendor Name:	Clinical Solutions, LLC			
*Current Maximum Liability:	\$11,670,912.00			
*Estimated Total Spend for Commodities:	NA			
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>				
FY: 16	FY: 17	FY: 18	FY: 19	FY: 20
\$2,762,496	\$2,347,488	\$2,166,912	\$2,187,504	\$2,206,512
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>				
FY: 16	FY: 17	FY: 18	FY: 19	FY:20
\$2,505,090.93	\$3,360,364.86	\$3,004,322.19	\$2,758,017.98	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		NA		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		NA		
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		NA		
<b>*Contract Funding Source/Amount:</b>				
State:	\$11,670,912	Federal:		

Supplemental Documentation Required for  
Fiscal Review Committee

<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>		
December 21, 2018	Revised scope of services to allow the vendor to purchase and receive bulk medications via membership in the MMCAP or through the Contractor’s wholesale or mail-order divisions.		
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?	Costs were determined via the RFP process.		
*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.	It is in the best interest of the State to amend the current contract with Clinical Solutions in order for the vendor to continue providing necessary services until the end of the contract term.		



Unit	Sum Merchandise A	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year
32901	\$ 50.00	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022438	00059985	SD6767918	9/23/2016	2017
32901	\$ 60.76	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022420	00060000	SPCL2491081016	9/15/2016	2017
32901	\$ 106.62	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060667	SD6782294	9/29/2016	2017
32901	\$ 121.52	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022353	00059845	SPCL2491	9/8/2016	2017
32901	\$ 230.14	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022438	00059987	SD6609613	9/23/2016	2017
32901	\$ 423.36	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060669	SD6789044	9/30/2016	2017
32901	\$ 792.00	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060666	KM0609492	9/29/2016	2017
32901	\$ 945.00	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022438	00059986	SD6771327	9/23/2016	2017
32901	\$ 1,454.64	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022600	00060813	QUE2191513	10/13/2016	2017
32901	\$ 1,598.40	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060668	AMAX090116	9/30/2016	2017
32901	\$ 3,729.60	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022366	00059846	SD6659355	9/9/2016	2017
32901	\$ 12,083.68	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022387	00059882	TDOC-081516	9/14/2016	2017
32901	\$ 17,079.00	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060670	PM217942	9/30/2016	2017
32901	\$ 36,763.98	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023307	00064360	TDOC-121516	1/19/2017	2017
32901	\$ 39,754.38	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023263	00063851	TDOC-113016	1/3/2017	2017
32901	\$ 40,106.80	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022186	00058932	TDOC-071516	8/9/2016	2017
32901	\$ 45,360.06	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022638	00061051	TDOC-091516	10/14/2016	2017
32901	\$ 46,652.19	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022929	00062350	TDOC-101516	11/18/2016	2017
32901	\$ 57,604.14	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022780	00061546	TDOC-093016	10/21/2016	2017
32901	\$ 64,538.39	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022368	00059620	TDOC-073116	8/29/2016	2017
32901	\$ 81,437.97	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023229	00063851	TDOC-113016	1/3/2017	2017
32901	\$ 92,048.67	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023306	00064360	TDOC-121516	1/19/2017	2017
32901	\$ 92,493.15	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022367	00059620	TDOC-073116	8/29/2016	2017
32901	\$ 97,443.43	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022636	00061052	TDOC-083116	10/7/2016	2017
32901	\$ 98,795.52	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024216	00069458	TDOC-043017	6/12/2017	2017
32901	\$ 102,362.14	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023690	00065979	TDOC-021517	3/3/2017	2017
32901	\$ 107,270.66	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024147	00068233	TDOC-033117	5/5/2017	2017
32901	\$ 110,158.50	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022185	00058932	TDOC-071516	8/9/2016	2017
32901	\$ 112,655.55	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022637	00061051	TDOC-091516	10/14/2016	2017
32901	\$ 113,646.00	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022928	00062350	TDOC-101516	11/18/2016	2017
32901	\$ 114,118.05	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023544	00065387	TDOC-123116	2/10/2017	2017
32901	\$ 117,300.90	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022386	00059882	TDOC-081516	9/14/2016	2017
32901	\$ 118,463.40	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022779	00061546	TDOC-093016	10/21/2016	2017
32901	\$ 119,047.14	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023041	00063115	TDOC-111516	12/8/2016	2017
32901	\$ 119,509.65	000000000000000000046576	0000181432	Clinical Solutions LLC	0000022635	00061052	TDOC-083116	10/7/2016	2017
32901	\$ 126,054.44	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023488	00065493	TDOC-011517	2/14/2017	2017
32901	\$ 129,143.00	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023943	00067228	TDOC-031517	4/5/2017	2017
32901	\$ 130,486.54	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024449	00069916	TDOC-053117	6/16/2017	2017
32901	\$ 134,763.13	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024148	00068237	TDOC-041517	5/5/2017	2017
32901	\$ 135,394.80	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024527	00070416	TDOC-061517	7/14/2017	2017
32901	\$ 136,932.53	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024371	00069728	TDOC-051517	6/13/2017	2017
32901	\$ 137,949.43	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023820	00066620	TDOC-022817	3/23/2017	2017
32901	\$ 138,955.39	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023688	00065977	TDOC-013117	3/3/2017	2017
32901	\$ 156,024.89	000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024565	00070997	TDOC-063017	7/28/2017	2017

32901	\$	168,455.32	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023047	00062933	TDOC-103116	12/1/2016	2017
<b>Total FY 17</b>	<b>\$</b>	<b>3,360,364.86</b>								

Unit	Sum Merchandise A	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year	
32901	\$	780.00	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076746	50226	12/15/2017	2018
32901	\$	14.44	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076754	50274	12/15/2017	2018
32901	\$	63.18	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076751	50258	12/15/2017	2018
32901	\$	710.64	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076750	101717A	12/15/2017	2018
32901	\$	723.32	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076747	50222	12/15/2017	2018
32901	\$	3,186.66	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076755	50273	12/22/2017	2018
32901	\$	86,254.09	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026916	00084593	TDOC-061518	7/13/2018	2018
32901	\$	87,415.58	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025993	00078383	TDOC-011518	2/14/2018	2018
32901	\$	94,101.50	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024783	00071905	TDOC-071517	8/18/2017	2018
32901	\$	100,366.74	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025899	00077844	TDOC-123117	1/30/2018	2018
32901	\$	111,525.20	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025260	00074100	TDOC091517	10/19/2017	2018
32901	\$	111,742.89	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025830	00077480	TDOC-121517	2/1/2018	2018
32901	\$	113,563.56	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025688	00076591	TDOC-111517	12/15/2017	2018
32901	\$	114,844.45	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025455	00075133	TDOC-101517	11/16/2017	2018
32901	\$	115,496.36	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026278	00080095	TDOC-021518	3/23/2018	2018
32901	\$	125,052.10	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025310	00074436	TDOC-093017	10/30/2017	2018
32901	\$	119,707.16	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026607	00082304	TDOC-041518	5/15/2018	2018
32901	\$	122,220.73	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026419	00081484	TDOC-031518	4/20/2018	2018
32901	\$	124,431.15	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026313	00080209	TDOC-022818	3/29/2018	2018
32901	\$	124,743.75	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026860	00083702	TDOC-051518	6/14/2018	2018
32901	\$	125,678.57	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024983	00072602	TDOC-081517	9/14/2017	2018
32901	\$	131,889.14	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025085	00073205	TDOC-083117	10/2/2017	2018
32901	\$	136,676.70	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024893	00072107	TDOC-073117	8/30/2017	2018
32901	\$	139,856.24	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026576	00081992	TDOC-033118	4/30/2018	2018
32901	\$	142,428.27	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026715	00082917	TDOC-043018	5/30/2018	2018
32901	\$	143,572.00	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025687	00076593	TDOC-103117	12/14/2017	2018
32901	\$	162,611.56	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026199	00079608	TDOC-013118	3/6/2018	2018
32901	\$	157,949.10	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027014	00084347	TDOC-0533118	6/25/2018	2018
32901	\$	165,709.33	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025690	00076588	TDOC-113017	12/29/2017	2018
32901	\$	141,007.78	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027136	00085104	TDOC-063018	6/30/2018	2018
<b>Total FY18</b>	<b>\$</b>	<b>3,004,322.19</b>								

Unit	Sum Merchandise A	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year	
32901	\$	99,170.60	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027244	00085411	TDOC-071518	7/15/2018	2019
32901	\$	89,796.04	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028289	00091571	TDOC-121518	1/14/2019	2019
32901	\$	97,629.40	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028054	00090214	TDOC-111518	12/14/2018	2019
32901	\$	98,555.81	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027647	00087805	TDOC-091518	10/15/2018	2019
32901	\$	107,486.87	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027852	00088976	TDOC-101518	11/14/2018	2019
32901	\$	731.00	0000000000000000000046576	0000181433	Clinical Solutions Pharmacy	0000027852	00088891	TDOC-IICENSEREN	4/13/2019	2019
32901	\$	108,985.68	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027424	00086791	TDOC-081518	9/14/2018	2019
32901	\$	111,957.53	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028469	00092994	TDOC-011519	2/14/2019	2019

32901	\$	137,567.72	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028177	00091086	TDOC-113018	12/31/2018	2019
32901	\$	142,213.99	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028346	00092364	TDOC-123118	2/1/2019	2019
32901	\$	143,244.86	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027534	00087454	TDOC-083118	9/28/2018	2019
32901	\$	147,305.26	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027748	00088693	TDOC-093018	10/30/2018	2019
32901	\$	166,051.73	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027329	00086087	TDOC-073118	8/30/2018	2019
32901	\$	186,731.34	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027956	00090157	TDOC-103118	11/30/2018	2019
32901	\$	121,023.02	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028557	00093641	TDOC-013119	3/1/2019	2019
32901	\$	131,135.97	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028700	00094326	TDOC-021519	3/15/2019	2019
32901	\$	119,652.54	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028819	00094991	TDOC-022819	3/29/2019	2019
32901	\$	108,017.80	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000028944	00095966	TDOC-031519	4/12/2019	2019
32901	\$	195,681.99	0000000000000000000046576	0000181433	Clinical Solutions Pharmacy	0000029045	00096431	TDOC-033119	4/30/2019	2019
32901	\$	114,319.03	0000000000000000000046576	0000181433	Clinical Solutions Pharmacy	000029206	00097545	TDOC-041519	5/15/5019	2019
32901	\$	225,878.30	0000000000000000000046576	0000181433	Clinical Solutions Pharmacy	000029277	00097913	TDOC-043019	5/30/2018	2019
32901	\$	104,881.50	0000000000000000000046576	0000181433	Clinical Solutions Pharmacy	000029421	00098993	TDOC-051519	not paid yet	2019

**Total FY19**      \$      **2,758,017.98**

**Total Payment**      \$      **11,627,795.96**

**Released amount**      \$      11,627,795.96

**Diff**      \$      -



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

**TO :** Office of e-Health Initiatives  
Department of Finance & Administration  
E-mail: [office.eHealth@tn.gov](mailto:office.eHealth@tn.gov)

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

**DATE :** July 3, 2019

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

**Applicable RFS # 32901-14100**

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

**Office of e-Health Initiatives**

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

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

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

**Applicable RFS # 32901-14100**

**proposed amendment revises the scope of services to conduct a trial implementation of an inventory control solution at the Lois M. DeBerry Special Needs Facility and to increase the maximum liability to pay for current and expected invoices.**

# Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprrs.Agsprsr@tn.gov](mailto:Agsprrs.Agsprsr@tn.gov)

**APPROVED**

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	32901-14100	
1. Procuring Agency	Tennessee Department of Correction	
2. Contractor	Clinical Solutions, LLC	
3. Edison contract ID #	46576	
4. Proposed amendment #	2	
5. Contract's Original Effective Date	July 1, 2015	
6. Current end date	June 30, 2020	
7. Proposed end date	June 30, 2020	
8. Current Maximum Liability	\$ 11,670,912.00	
9. Proposed Maximum Liability Liability	\$ 15,224,612.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>Revise the scope of services to conduct a trial implementation of an inventory control solution at the Lois M. DeBerry Special Needs Facility and to increase the maximum liability to pay for current and expected invoices.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	<p>It is in the best interest of the State to amend the current contract with Clinical Solutions in order for the vendor to continue to provide pharmaceuticals and to serve as a backup</p>	

Agency request tracking #

32901-14100

wholesaler for the Department in the event that necessary pharmaceuticals are either not available through the State's primary wholesaler or are available through Clinical Solutions at a lower price.

TDOC recently requested authorization from the Chief Procurement Officer for a ninety (90) day emergency purchase to facilitate payments of current and expected invoices from Clinical Solutions. TDOC experienced significant overspending of its budgeted and contract amount under the previous Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) wholesaler used by the State, Morris and Dixon (M & D). It is well documented that M & D provided short-dated medications which expired not long after receipt by the State, did not always stock the medications needed by TDOC inmates or was unable to procure the medications needed from other wholesalers, leaving TDOC to procure the drugs at a much higher retail price. In far too many instances, when there were price changes or decreases, M & D did not load them into its system in a timely manner, leaving TDOC paying higher prices than necessary.

TDOC would also like to conduct a trial implementation of an inventory solution at SPND, which shall include oversight of the installation of all necessary inventory control equipment and software, as well as monitoring inmate medications located in said inventory solution prior to being dispensed to the inmate patient. The State may elect to implement the inventory solution at additional prison facilities following a successful implementation at DeBerry.

Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)



7/8/19



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 32901-14100	<b>Edison ID</b> 46576	<b>Contract #</b> 46576	<b>Amendment #</b> 2		
<b>Contractor Legal Entity Name</b> Clinical Solutions LLC			<b>Edison Vendor ID</b> 181432		
<b>Amendment Purpose &amp; Effect(s)</b> To increase the maximum liability to pay for current and expected invoices.					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> June 30, 2020			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$3,553,700.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2016	\$2,762,496.00				\$2,762,496.00
2017	\$2,347,488.00				\$2,347,488.00
2018	\$2,166,912.00				\$2,166,912.00
2019	\$2,586,104.00				\$2,586,104.00
2020	\$5,361,612.00				\$5,361,612.00
<b>TOTAL:</b>	<b>\$15,224,612.00</b>				<b>\$15,224,612.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <div style="text-align: center; font-family: cursive; color: blue; font-size: 1.2em;">  </div>			<i>CPO USE</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT 2  
OF CONTRACT 46576**

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

1. Contract Sections C.1, C.2, and C.3 are deleted in their entirety and replaced with the following:

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Fifteen Million, Two Hundred Twenty-Four Thousand, Six Hundred Twelve Dollars (\$15,224,612.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)				
	1 <sup>st</sup> 12 Months After GO Live Date	2 <sup>nd</sup> 12 Months After GO Live Date	3 <sup>rd</sup> 12 Months After GO Live Date	4 <sup>th</sup> 12 Months After GO Live Date	5 <sup>th</sup> 12 Months After GO Live Date
Drug Dispensing Handling Fee <sup>1</sup>	<b>\$4.65</b>	<b>\$3.39</b>	<b>\$3.43</b>	<b>\$3.46</b>	<b>\$3.49</b>

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

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

Equipment purchases will be an at cost reimbursement pursuant to Section A.9. All invoices will be paid in a timely manner in accordance with State law.

All equipment and supplies under Section A.21., in the event of early termination of the Contract, will be paid upon receipt of properly submitted invoices within the timer period required of State law.

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 October 15, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**CLINICAL SOLUTIONS, LLC:**

 8/28/19  
\_\_\_\_\_  
**SIGNATURE** **DATE**

Christi Throneberry, CEO and Owner  
\_\_\_\_\_  
**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF CORRECTION:**

 9/3/19  
\_\_\_\_\_  
**TONY PARKER, COMMISSIONER** **DATE**



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE**

425 Fifth Avenue North – Suite G 102  
NASHVILLE, TENNESSEE 37243-3400  
615-741-2564

**Senator Ken Yager, Chairman**

**Senators**

Brian Kelsey      Steve Southerland  
Bill Ketron        Reginald Tate  
Sara Kyle  
Bo Watson, *ex officio*  
Lt. Gov. Randy McNally, *ex officio*

**Representative Mark White, Vice-Chairman**

**Representatives**

Brenda Gilmore      Bill Sanderson  
Susan Lynn            Johnny Shaw  
Pat Marsh              Ron Travis  
Larry Miller            Tim Wirgau  
Rep. Charles Sargent, *ex officio*  
Speaker Beth Harwell, *ex officio*

**M E M O R A N D U M**

**TO:**                    Mike Perry, Chief Procurement Officer  
                          Department of General Services

**FROM:**                Senator Ken Yager, Chairman  
                          Representative Mark White, Vice-Chairman

**DATE:**                September 27, 2018

**SUBJECT:**            Contract Comments  
                          (Fiscal Review Committee Meeting 9/26/18)

**RFS # 329.01-14100 Edison #46576**

**Department: Correction**

**Vendor: Clinical Solutions, LLC**

**Summary:** The proposed amendment revises the scope of services to allow the vendor to purchase and receive bulk medications via membership in the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) or through the Contractor's wholesale or mail-order divisions. Amendment One will become effective on October 31, 2018.

**Current maximum liability: \$11,670,912**

**After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.**



August 27, 2018

The Honorable Ken Yager, Chairman  
Fiscal Review Committee  
774 Cordell Hull Building  
Nashville, TN 37243

Dear Chairman Yager:

The Tennessee Department of Correction (TDOC) wishes to amend its current contract for the operation and prescription filling services of the TDOC Pharmacy located at the Lois DeBerry Special Needs Facility (SPND).

It is necessary to amend the current contract with Clinical Solutions, LLC in order for the vendor to continue to provide pharmaceuticals and to also serve as a backup wholesaler for the Department in the event that necessary pharmaceuticals are either not available through the State's primary wholesaler or are available through Clinical Solutions at a lower price. Clinical Solutions is an authorized Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) provider. The term of the contract, as well as the maximum liability, remains the same.

TDOC Legal staff finds no records concerning allegations of fraudulent activity by this vendor.

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

Please advise, if you have any questions or concerns.

Sincerely,

Tony Parker  
Commissioner

TP:LSC

pc: The Honorable Mark White, Vice-Chairman  
Krista Lee, Fiscal Review Committee Director  
Debbie Inglis, General Counsel/Deputy Commissioner of Administration  
Wes Landers, Deputy Commissioner/Chief Financial Officer  
Torrey Grimes, Legislative Liaison/Staff Attorney  
Priscilla Wainwright, Director of Contracts

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Priscilla Wainwright	*Contact Phone:	615-253-5571	
*Presenter's name(s):	Wes Landers, Chief Financial Officer			
Edison Contract Number: <i>(if applicable)</i>	46576	RFS Number: <i>(if applicable)</i>	32901-14100	
*Original Contract Begin Date:	July 1, 2015	*Current End Date:	June 30, 2020	
Current Request Amendment Number: <i>(if applicable)</i>	1			
Proposed Amendment Effective Date: <i>(if applicable)</i>	October 31, 2018			
*Department Submitting:	Tennessee Department of Correction			
*Division:	Fiscal Services			
*Date Submitted:	August 31, 2018			
*Submitted Within Sixty (60) days:	Yes			
<i>If not, explain:</i>	NA			
*Contract Vendor Name:	Clinical Solutions, LLC			
*Current Maximum Liability:	\$11,670,912.00			
*Estimated Total Spend for Commodities:	NA			
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>				
FY: 16	FY: 17	FY: 18	FY: 19	FY: 20
\$2,762,496	\$2,347,488	\$2,166,912	\$2,187,504	\$2,206,512
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>				
FY: 16	FY: 17	FY: 18	FY: 19	FY
\$2,505,090.93	\$3,365,063.10	\$2,999,623.95	\$99,170.60	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		NA		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		NA		
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		NA		
<b>*Contract Funding Source/Amount:</b>				
State:	\$11,670,912	Federal:		

Supplemental Documentation Required for  
Fiscal Review Committee

<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>		
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?	Costs were determined via the RFP process.		
*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.	It is in the best interest of the State to amend the current contract with Clinical Solutions in order for the vendor to provide pharmaceuticals and to serve as a backup wholesaler for the Department in the event that necessary pharmaceuticals are not available through the State’s primary wholesaler or are available through Clinical Solutions at a lower price. Clinical Solutions is an authorized MMCAP provider.		

Payments against a C 30

Unit	Sum Merchandise Amt	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year
32901	\$ 17,217.98	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021891	00057803	TDOC-053116	6/28/2016	2016
32901	\$ 19,357.48	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020553	00051952	TDOC-113015A	2/2/2016	2016
32901	\$ 21,557.14	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020560	00051953	TDOC-121515A	2/2/2016	2016
32901	\$ 22,072.19	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021889	00057801	TDOC-051516	6/28/2016	2016
32901	\$ 23,296.93	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021357	00055020	TDOC-033116	4/22/2016	2016
32901	\$ 25,332.64	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020915	00053437	TDOC-021516	3/16/2016	2016
32901	\$ 26,827.21	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021065	00053976	TDOC-022916	3/30/2016	2016
32901	\$ 37,094.91	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021660	00056609	TDOC-041516	6/3/2016	2016
32901	\$ 46,320.98	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021662	00056610	TDOC-043016	6/3/2016	2016
32901	\$ 47,289.23	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021333	00054982	TDOC-031516	4/22/2016	2016
32901	\$ 49,840.51	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020743	00052210	TDOC-011516	2/16/2016	2016
32901	\$ 68,123.47	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021893	00057802	TDOC-061516	6/28/2016	2016
32901	\$ 87,466.50	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020517	00051421	TDOC-113015	1/13/2016	2016
32901	\$ 88,708.05	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020867	00053059	TDOC-013116	3/4/2016	2016
32901	\$ 89,084.70	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021661	00056610	TDOC-043016	6/3/2016	2016
32901	\$ 92,488.50	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021064	00053976	TDOC-022916	3/30/2016	2016
32901	\$ 94,260.15	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021880	00057801	TDOC-051516	6/28/2016	2016
32901	\$ 94,962.30	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020613	00051688	TDOC-123115	1/25/2016	2016
32901	\$ 97,031.55	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020515	00051422	TDOC-111515	1/13/2016	2016
32901	\$ 102,014.59	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020561	00051688	TDOC-123115	1/25/2016	2016
32901	\$ 102,499.95	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021892	00057802	TDOC-061516	6/28/2016	2016
32901	\$ 103,634.55	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021659	00056609	TDOC-041516	6/3/2016	2016
32901	\$ 103,969.35	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021332	00054982	TDOC-031516	4/22/2016	2016
32901	\$ 104,680.80	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021890	00057803	TDOC-053116	6/28/2016	2016
32901	\$ 105,954.90	00000000000000000046576	0000181432	Clinical Solutions LLC	0000021356	00055020	TDOC-033116	4/22/2016	2016
32901	\$ 107,945.10	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020912	00053437	TDOC-021516	3/16/2016	2016
32901	\$ 108,135.75	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020739	00052210	TDOC-011516	2/16/2016	2016
32901	\$ 113,594.85	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020514	00051420	TDOC-121515	1/13/2016	2016
32901	\$ 130,888.75	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020868	00053059	TDOC-013116	3/4/2016	2016
32901	\$ 199,912.71	00000000000000000046576	0000181432	Clinical Solutions LLC	0000020870	00053436	TDOC-112315	3/14/2016	2016
32901	\$ 95,534.25	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022043	00058414	TDOC-063016	7/27/2016	2017
32901	\$ 77,992.96	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022044	00058414	TDOC-063016	7/27/2016	2017
<b>Total FY 16</b>	<b>\$ 2,505,090.93</b>								

Unit	Sum Merchandise Amt	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year
32901	\$ 50.00	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022438	00059985	SD6767918	9/23/2016	2017
32901	\$ 60.76	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022420	00060000	SPCL2491081016	9/15/2016	2017
32901	\$ 106.62	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060667	SD6782294	9/29/2016	2017
32901	\$ 121.52	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022353	00059845	SPCL2491	9/8/2016	2017
32901	\$ 230.14	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022438	00059987	SD6609613	9/23/2016	2017
32901	\$ 423.36	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060669	SD6789044	9/30/2016	2017
32901	\$ 792.00	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060666	KM0609492	9/29/2016	2017
32901	\$ 945.00	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022438	00059986	SD6771327	9/23/2016	2017
32901	\$ 1,454.64	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022600	00060813	QUE2191513	10/13/2016	2017
32901	\$ 1,598.40	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060668	AMAX090116	9/30/2016	2017
32901	\$ 3,729.60	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022366	00059846	SD6659355	9/9/2016	2017
32901	\$ 12,083.68	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022387	00059882	TDOC-081516	9/14/2016	2017
32901	\$ 17,079.00	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022486	00060670	PM217942	9/30/2016	2017
32901	\$ 36,763.98	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023307	00064360	TDOC-121516	1/19/2017	2017
32901	\$ 39,754.38	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023263	00063851	TDOC-113016	1/3/2017	2017
32901	\$ 40,106.80	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022186	00058932	TDOC-071516	8/9/2016	2017
32901	\$ 45,360.06	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022638	00061051	TDOC-091516	10/14/2016	2017

32901	\$	46,652.19	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022929	00062350	TDOC-101516	11/18/2016	2017
32901	\$	57,604.14	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022780	00061546	TDOC-093016	10/21/2016	2017
32901	\$	64,538.39	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022368	00059620	TDOC-073116	8/29/2016	2017
32901	\$	81,437.97	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023229	00063851	TDOC-113016	1/3/2017	2017
32901	\$	92,048.67	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023306	00064360	TDOC-121516	1/19/2017	2017
32901	\$	92,493.15	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022367	00059620	TDOC-073116	8/29/2016	2017
32901	\$	97,443.43	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022636	00061052	TDOC-083116	10/7/2016	2017
32901	\$	98,795.52	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024216	00069458	TDOC-043017	6/12/2017	2017
32901	\$	102,362.14	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023690	00065979	TDOC-021517	3/3/2017	2017
32901	\$	107,270.66	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024147	00068233	TDOC-033117	5/5/2017	2017
32901	\$	110,158.50	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022185	00058932	TDOC-071516	8/9/2016	2017
32901	\$	112,655.55	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022637	00061051	TDOC-091516	10/14/2016	2017
32901	\$	113,646.00	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022928	00062350	TDOC-101516	11/18/2016	2017
32901	\$	114,118.05	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023544	00065387	TDOC-123116	2/10/2017	2017
32901	\$	117,300.90	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022386	00059882	TDOC-081516	9/14/2016	2017
32901	\$	118,463.40	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022779	00061546	TDOC-093016	10/21/2016	2017
32901	\$	119,047.14	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023041	00063115	TDOC-111516	12/8/2016	2017
32901	\$	119,509.65	00000000000000000046576	0000181432	Clinical Solutions LLC	0000022635	00061052	TDOC-083116	10/7/2016	2017
32901	\$	126,054.44	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023488	00065493	TDOC-011517	2/14/2017	2017
32901	\$	129,143.00	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023943	00067228	TDOC-031517	4/5/2017	2017
32901	\$	130,486.54	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024449	00069916	TDOC-053117	6/16/2017	2017
32901	\$	134,763.13	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024148	00068237	TDOC-041517	5/5/2017	2017
32901	\$	135,394.80	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024527	00070416	TDOC-061517	7/14/2017	2017
32901	\$	136,932.53	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024371	00069728	TDOC-051517	6/13/2017	2017
32901	\$	137,949.43	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023820	00066620	TDOC-022817	3/23/2017	2017
32901	\$	138,955.39	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023688	00065977	TDOC-013117	3/3/2017	2017
32901	\$	156,024.89	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024565	00070997	TDOC-063017	7/28/2017	2017
32901	\$	168,455.32	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000023047	00062933	TDOC-103116	12/1/2016	2017
32901	\$	14.44	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076754	50274	12/15/2017	2018
32901	\$	63.18	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076751	50258	12/15/2017	2018
32901	\$	710.64	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076750	101717A	12/15/2017	2018
32901	\$	723.32	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076747	50222	12/15/2017	2018
32901	\$	3,186.66	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076755	50273	12/22/2017	2018
<b>Total FY 17</b>	\$	<b>3,365,063.10</b>								

Unit	Sum Merchandise Amt	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year	
32901	\$	780.00	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025507	00076746	50226	12/15/2017	2018
32901	\$	86,254.09	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026916	00084593	TDOC-061518	7/13/2018	2018
32901	\$	87,415.58	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025993	00078383	TDOC-011518	2/14/2018	2018
32901	\$	94,101.50	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024783	00071905	TDOC-071517	8/18/2017	2018
32901	\$	100,366.74	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025899	00077844	TDOC-123117	1/30/2018	2018
32901	\$	111,525.20	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025260	00074100	TDOC091517	10/19/2017	2018
32901	\$	111,742.89	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025830	00077480	TDOC-121517	2/1/2018	2018
32901	\$	113,563.56	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025688	00076591	TDOC-111517	12/15/2017	2018
32901	\$	114,844.45	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025455	00075133	TDOC-101517	11/16/2017	2018
32901	\$	115,496.36	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026278	00080095	TDOC-021518	3/23/2018	2018
32901	\$	125,052.10	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025310	00074436	TDOC-093017	10/30/2017	2018
32901	\$	119,707.16	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026607	00082304	TDOC-041518	5/15/2018	2018
32901	\$	122,220.73	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026419	00081484	TDOC-031518	4/20/2018	2018
32901	\$	124,431.15	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026313	00080209	TDOC-022818	3/29/2018	2018
32901	\$	124,743.75	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026860	00083702	TDOC-051518	6/14/2018	2018
32901	\$	125,678.57	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024983	00072602	TDOC-081517	9/14/2017	2018
32901	\$	131,889.14	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025085	00073205	TDOC-083117	10/2/2017	2018
32901	\$	136,676.70	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000024893	00072107	TDOC-073117	8/30/2017	2018
32901	\$	139,856.24	00000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026576	00081992	TDOC-033118	4/30/2018	2018

32901	\$	142,428.27	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026715	00082917	TDOC-043018	5/30/2018	2018
32901	\$	143,572.00	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025687	00076593	TDOC-103117	12/14/2017	2018
32901	\$	162,611.56	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000026199	00079608	TDOC-013118	3/6/2018	2018
32901	\$	157,949.10	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027014	00084347	TDOC-0533118	6/25/2018	2018
32901	\$	165,709.33	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000025690	00076588	TDOC-113017	12/29/2017	2018
32901	\$	141,007.78	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027136	00085104	TDOC-063018	6/30/2018	2018
<b>Total FY18</b>	\$	<b>2,999,623.95</b>								

Unit	Sum Merchandise Amt	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year
32901	\$ 99,170.60	0000000000000000000046576	0000181432	Clinical Solutions Pharmacy	0000027244	00085411	TDOC-071518	7/15/2018	2018
<b>Total FY19</b>	\$ <b>99,170.60</b>								2018 Pending F&A approval

**Total Payment**      \$                      **8,968,948.58**



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

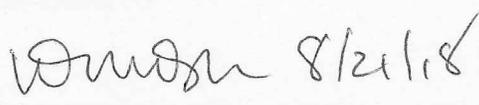
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**TO :** Office of e-Health Initiatives  
Department of Finance & Administration  
E-mail: [office\\_eHealth@tn.gov](mailto:office_eHealth@tn.gov)

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

**DATE :** August 20, 2018

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

<b>Applicable RFS #</b>	<b>32901-14100</b>
<b>Office of e-Health Initiatives Endorsement Signature &amp; Date:</b>	
	
<b>Office of e-Health Initiatives</b>	

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

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

<b>Contracting Agency</b>	<b>Tennessee Department of Correction</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Priscilla Wainwright</b> <b>(615) 253-5571</b> <b><a href="mailto:Priscilla.wainwright@tn.gov">Priscilla.wainwright@tn.gov</a></b>
<b>Attachments Supporting Request</b> (as applicable – copies without signatures acceptable)	
<ul style="list-style-type: none"> <li>Solicitation Document</li> <li>Special Contract Request</li> <li>Amendment Request</li> <li>Proposed contract or amendment</li> </ul>	
<b>Subject Medical/Mental Health-Related Service Description</b> (Brief summary of eHealth services involved. As applicable, identify the contract and solicitation sections related to eHealth services.)	
<p><b>The base contract is for the provision of operation of pharmacy and prescription services. The proposed amendment adds the possible provision pharmaceuticals through the Contractor's wholesale division.</b></p>	

# Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprrs.Agsprsr@tn.gov](mailto:Agsprrs.Agsprsr@tn.gov)

**APPROVED**

Kevin C. Bartels for  
Michael F. Perry

Digitally signed by Kevin C. Bartels for Michael F. Perry  
DN: cn=Kevin C. Bartels for Michael F. Perry, o=CPO, ou,  
email=Kevin.C.Bartels@tn.gov, c=US  
Date: 2018.08.21 15:58:38 -05'00'

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

<b>Agency request tracking #</b>	32901-14100	
<b>1. Procuring Agency</b>	Tennessee Department of Correction	
<b>2. Contractor</b>	Clinical Solutions, LLC	
<b>3. Edison contract ID #</b>	46576	
<b>4. Proposed amendment #</b>	1	
<b>5. Contract's Original Effective Date</b>	July 1, 2015	
<b>6. Current end date</b>	June 30, 2020	
<b>7. Proposed end date</b>	NA	
<b>8. Current Maximum Liability</b>	\$ 11,670,912.00	
<b>9. Proposed Maximum Liability or Estimated Liability</b>	\$ 11,670,912.00	
<b>10. Strategic Technology Solutions Pre-Approval Endorsement Request</b> <i>– information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>11. eHealth Pre-Approval Endorsement Request</b> <i>– health-related professional, pharmaceutical, laboratory, or imaging</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
<b>12. Human Resources Pre-Approval Endorsement Request</b> <i>– state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>13. Explain why the proposed amendment is needed</b>	<p style="text-align: center;">Revise the scope of services to allow the vendor to purchase and receive bulk medications via membership in the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) or through the Contractor's wholesale or mail-order divisions.</p>	
<b>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</b>	<p style="text-align: center;">It is in the best interest of the State to amend the current contract with Clinical Solutions in order for the vendor to provide pharmaceuticals and to serve as a backup wholesaler for the</p>	

Agency request tracking #	32901-14100
<b>Department in the event that necessary pharmaceuticals are not available through the State's primary wholesaler or are available through Clinical Solutions at a lower price. Clinical Solutions is an authorized MMCAP provider.</b>	
<b>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</b>  Wesley V. Ford                      8/20/18	



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 32901-14100	<b>Edison ID</b> 46576	<b>Contract #</b>	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Clinical Solutions LLC			<b>Edison Vendor ID</b> 181432		
<b>Amendment Purpose &amp; Effect(s)</b> Revise the scope of services to allow the vendor to purchase and receive bulk medications via membership in the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) or through the Contractor's wholesale or mail-order divisions.					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> June 30, 2020			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):</b>			\$		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2016	\$2,762,496.00				\$2,762,496.00
2017	\$2,347,488.00				\$2,347,488.00
2018	\$2,166,912.00				\$2,166,912.00
2019	\$2,187,504.00				\$2,187,504.00
2020	\$2,206,512.00				\$2,206,512.00
<b>TOTAL:</b>	<b>\$11,670,912.00</b>				<b>\$11,670,912.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  			<i>CPO USE</i>		
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**AMENDMENT 1  
OF CONTRACT 46576**

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

1. Contract Section A.3. is deleted in its entirety and replaced with the following:

A.3. The State may purchase and receive bulk medications via membership in the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) or through the Contractor's wholesale or mail-order divisions. The pharmacy staff will repackage the medications in individual unit dose preparations, to include blister cards, and dispense them from the TDOC pharmacy as outlined in this contract.

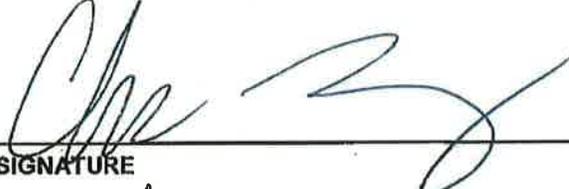
The exception shall be the Over-the Counter (OTC) medications stocked for purchase by inmates in the institutional commissaries for self-care as defined by TDOC Policy #113.70. These medications will be made available for purchase by the inmate from the State.

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 December 21, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CLINICAL SOLUTIONS, LLC:

  
\_\_\_\_\_  
SIGNATURE 10.24.18  
DATE

Christi Thronberg, CEO  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

  
\_\_\_\_\_  
TONY PARKER, COMMISSIONER 11/1/18  
DATE

# Contract Approval – Agency Legal Certification

A completed contract routed for Central Procurement Office (CPO) approval via Edison must be accompanied by this Agency Legal Certification template that has been signed and attached in PDF format.

1. Edison Contract ID #	46576
2. Contracting Agency Name	Tennessee Department of Correction
3. Contractor Name	Clinical Solutions, LLC
4. Service Caption	Operation of Pharmacy and Prescription Filling Services
5. Agency Contact (name, phone, e-mail)	Priscilla Wainwright 615-253-5571 Priscilla.Wainwright@tn.gov
<p>6. Legal Certification</p> <p><i>By signing below, the department's legal staff certifies that:</i></p> <ol style="list-style-type: none"> <li>1) the contract as submitted includes only CPO template language (unless the agency has obtained an approved rule exception request);</li> <li>2) the contract is legally sufficient both in form and substance to protect the best interests of the State; and</li> <li>3) the contract does not contravene applicable law.</li> </ol>	
<p><b>Agency Attorney Signature &amp; Date</b></p> <p><i>Debra K. Ingfio 10/29/18</i></p>	
<p>7. (Optional) Alternative to Legal Certification Request</p> <p><b>Note:</b> If there are extenuating circumstances and a department's legal staff is unable to certify to a contract in the above manner, you must provide a written explanation with Agency Head signature, in the space provided below. Once the explanation is received by the CPO, instructions will be provided to the department as to what will be needed in order to gain approval of the contract, e.g., providing a Microsoft Word version of the contract, etc. <u>Please keep in mind that this alternative will slow down the approval process and should be the exception, not the rule.</u></p>	
<p><b>Agency Head Signature &amp; Date – contracting agency head or authorized signatory</b></p>	



## CONTRACT

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

<b>Begin Date</b> July 1, 2015	<b>End Date</b> June 30, 2020	<b>Agency Tracking #</b> 32901-14100	<b>Edison Record ID</b>		
<b>Contractor Legal Entity Name</b> Clinical Solutions LLC			<b>Edison Vendor ID</b> 181432		
<b>Goods or Services Caption (one line only)</b> Operation of Pharmacy and Prescription Filling Services					
<b>Subrecipient or Contractor</b>		<b>CFDA #</b>			
Subrecipient	Contractor				
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2016	2,762,496.00				2,762,496.00
2017	2,347,488.00				2,347,488.00
2018	2,166,912.00				2,166,912.00
2019	2,187,504.00				2,187,504.00
2020	2,206,512.00				2,206,512.00
<b>TOTAL:</b>	<b>11,670,912.00</b>				<b>11,670,912.00</b>
<b>Contractor Ownership Characteristics:</b>					
Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American					
<input checked="" type="checkbox"/> Woman Business Enterprise (WBE)					
Tennessee Service Disabled Veteran Enterprise (SDVBE)					
Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
Other:					
<b>Selection Method &amp; Process Summary (mark the correct response to confirm the associated summary)</b>					
Competitive Selection			RFP		
Other			Describe the selection process used and submit a Special Contract Request		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
					
<b>Speed Chart (optional)</b>			<b>Account Code (optional)</b>		



**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CORRECTION  
AND  
Clinical Solutions,  
LLC.**

This Contract, by and between the State of Tennessee, Department of Correction ("State") and Clinical Solutions, LLC. ("Contractor"), is for the provision of Operation of Pharmacy and Prescription Filling Services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is Limited Liability Company.  
Contractor Place of Incorporation or Organization: Nashville, TN  
Contractor Edison Registration ID # 181432

**A. SCOPE:**

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



A.3. The State will purchase and receive bulk medications via membership in the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP). The pharmacy staff will repackage the medications in individual unit dose preparations, to include blister cards, and dispense them from the TDOC pharmacy as outlined in this contract.

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

A.4. DEFINITIONS

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

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

U



- o. Medical Director: A physician in charge of all medical services in TDOC.
- p. Medical Vendor: Vendor providing comprehensive medical services at TDOC
- q. Medication Administration Record (MAR): A report that serves as a legal record of the drugs administered to a patient at a facility by a health care professional. Commonly referred to as drug charts.
- r. Mental Health Services Vendor: Vendor providing comprehensive mental health services at TDOC.
- s. Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP): The group purchasing organization for pharmacy, operated and managed by the State of Minnesota's Department of Administration for government healthcare facilities.
- t. On-Site Director of TDOC Institutional Pharmacy: Pharmacist vendor in charge of all drug dispensing operations for the pharmacy.
- u. Over the Counter (OTC) Medications: Drugs available without a prescription from a healthcare professional.
- v. Pharmacist In-Charge: Licensed pharmacist assigned to manage the operations of the pharmacy.
- w. Pharmacist: A person who is professionally qualified to prepare and dispense medicinal drugs. For purposes of this Contract, licensed as a pharmacist in the State of Tennessee.
- x. PREA: Federal Prison Rape Elimination Act: Federal law, providing for the prevention, detection and response to incidents of rape and sexual abuse in Federal, State, and local correctional institutions, together with information, resources, recommendations and funding to protect individuals from prison rape.
- y. Ryan White Drug Reimbursement Program Federal grant program: The AIDS Drug Assistance Program, included in Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)
- z. Service Delivery Area: The locations as specified in contract section A.2, and Attachment Three.
- aa. STAT: Immediately
- bb. TOMIS (eTOMIS): The Tennessee Offender Management Information System, a mainframe computer system that automates the management of information about offenders under the supervision of the Tennessee Department of Correction. TOMIS captures all offender related information at the point of origin to provide accurate and timely information to those who use it.
- cc. Utilization Management: The evaluation of the appropriateness, medical need and efficiency of healthcare services and procedures.
- dd. 340b Program: The federal government program created in 1992, which requires drug manufacturers to provide outpatient drugs to eligible health care organizations/covered entities at significantly reduced prices.



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

A.5. **CONTRACTOR'S DUTY TO COMPLY WITH DEPARTMENT OF CORRECTION DIRECTIVES:**

The State may order the Contractor to take specific actions that the Department deems administratively appropriate that are consistent with the terms of the Contract, and the Department's Medical Director may order the Contractor to take specific actions that the Department deems medically appropriate that are consistent with the terms of the Contract. The contractor shall comply with all administrative directives and all clinical directives issued by the Department of Correction and by the Department's Director of Clinical Services and Medical Director.

A.6. **ATTENDANCE REQUIRED AT MEETINGS:**

Inmate health care is provided in a multi-vendor model with separate contractors providing the following services: (1) medical, dental care and utilization management, (2) mental health care, and (3) pharmacy/pharmaceutical supplies. Success in the provision of inmate health services in a multi-vendor model in partnership with the TDOC is dependent on open communication to assure the most efficient, cost effective and ethical delivery of health care services on both the individual and population level. As described within the Contract, the State requires the Contractor to designate a representative or representatives of the contractor, who shall participate in regular meetings, with the Department of Correction and its other healthcare services vendors, to address inmate health needs on an array of substantive issues. The Contractor's designated meeting representatives shall have sufficient knowledge, expertise, and authority, or prompt access to authority, to speak for the contractor on all matters of discussion within said meetings. The contractor shall, in this manner, attend all committee meetings as required by the department. Contractor shall be provided with reasonable advance notice of all such meetings.

A.7. **COMPLIANCE WITH LAWS, RULES AND POLICIES REQUIRED:**

The Contractor shall ensure that all Contractor personnel provide the required services set forth in this Contract in accordance with all applicable TDOC policy and procedures, federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and inmate health care programs, including adherence to requirements for oversight of delegated tasks.

A.8. **SERVICE CHANGE PLANNING:** At the department's request, the Contractor shall participate at no additional cost in the development and transition plan for any new prison facility to be established by the Department of Correction and/or for any change to the plan of operations or change of mission, at any existing Department of Correction-operated prison facility.

A.9. **CONTRACTOR'S PERFORMANCE DUTIES, GENERALLY:** The contractor shall assume full responsibility for the complete operation of the TDOC pharmacy, providing full prescription filling services to inmates housed within the state correctional facilities. The contractor's performance duty shall be effective upon the Go Live Date upon receipt of the appropriate Notice to Proceed. During this time, the contractor will establish connectivity and test the interfaces.

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



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

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

A.10. **PHARMACY CREDENTIALING:**

The Contractor will assist the Department of Correction in the preparation of documents required for application, filing and maintenance of required pharmacy licensing, permits, records and documentation. The State is responsible for any facility related licensing fees.

A.11. **ASSISTANCE WITH GRANT APPLICATIONS:**

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

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

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

- a. The Contractor shall ensure that there is no interruption or delay of services because of staff vacancies or absences.
- b. The Contractor's Start-Up and Transition Plan shall include, but is not limited to:
  - (1) A detailed description of the pharmacy packaging operations plan.
  - (2) A detailed description of the pharmacy dispensing software utility and the plan for its interface with each TDOC institution site.
  - (3) A description of the Contractor's communication systems and computer equipment and an installation coordination plan for review and approval by the TDOC Director of Information Technology



- (4) The contractor's staffing plan which shall include the contractor's plan for orientation and training for the contractor's staff and any sub-contract staff in all matters of security, clinical operations, and application of Department of Correction policy.
  - (5) The contractor's plan for implementation of its MAR and/or eMAR system.
  - (6) Physical inventory of all pharmaceutical supplies and equipment on hand, an equipment needs analysis, and a procurement plan for any additional inventory or equipment or supplies needed. The Contractor shall conduct the inventory jointly with each institutions Warden or designee and the Contractor's designee.
  - (7) Identification of a network of local backup pharmacies to include a plan for the provision of emergency medications.
  - (8) The Contractor's data management plan, data security plan, and disaster recovery plan
  - (9) The Contractor's calculation methodology for rebate/discount/revenue as to emergency and specialty medications.
  - (10) The contractor's method for comprehensive reporting and tracking of all matters regarding licensure
  - (11) The contractor's analysis of equipment needs and plan for procurement.
  - (12) The Contractor's physical inventory of medications at all facility med rooms.
  - (13) A plan for daily counts of controlled substances.
  - (14) A plan for how returned medications will be recycled and to what extent.
  - (15) The Contractors plan for the start-up of the Central Pharmacy, to include all proposed building system revisions and/or alterations.
  - (16) The Contractor's security procedures to prevent medication theft and unlawful distribution of narcotics. These procedures shall include:
    - a. a plan for staff uniforms without pockets to be worn inside the TDOC Pharmacy by the contractor's staff,
    - b. a list of personal property that a contractor or subcontractor employee is allowed to bring into the facility and specifications for personal bags or other containers for the individual's personal property.
    - c. procedures for inspection, personal property and bags and other containers, upon the individual's exit from the TDOC facility.
- c. The Contractor's pharmacy operation plans shall include an acknowledgement of the obligation and a description of the provider's ability to adhere to and maintain compliance, throughout the term of the contract, with the following.
- (1) Applicable Federal and State laws, rules and regulations, including but not limited to those relating to the control of pharmaceuticals and those defining certification or licensing requirements and scope of professional practice.

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- (2) procedural manuals of the Office of Clinical Services, Division of Rehabilitation Services, and posted orders of the TDOC.
- (3) Health care standards of the American Correctional Association (ACA).

A.14. POLICIES AND PROCEDURES

- a. The Contractor, their employees and sub-contractors shall comply with any applicable federal, state and local laws, court decisions, court orders, consent agreements and Tennessee Department of Correction (TDOC) policies whether currently existing or as may be enacted, rendered, issued or amended during the term of the contract. All services provided shall be constitutionally adequate and designed to meet accreditation standards promulgated by the American Correctional Association Current. If any applicable TDOC policy or procedure establishes a higher standard than the national standard then the TDOC policy and procedure will take precedence.
- b. Policies and procedures shall take into account any restrictions or requirements placed on licensure by the respective licensing boards.
- c. Current TDOC policies are accessible in the medical area at each institution. If any applicable TDOC policy or procedure establishes a higher standard than the national standard then the TDOC policy and procedure will take precedence. The Contractor must comply with all state policies and standards for communication, use of computer, state policies on acceptable usage of internet and email, and State Enterprises Security Policy.

A.15. HIRING PROCESS AND RETENTION

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

A.16. ORIENTATION AND TRAINING

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

A.17. CONTRACTOR STAFFING AND CREDENTIALS



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

- a. All staff performing under this Contract must meet the licensing and certification requirements of the boards relating to the performance discipline set forth in Tennessee's laws and rules and regulations.
  - (1) Pharmacists providing services shall be licensed by the State of Tennessee Board of Pharmacy. All pharmacy professionals, including pharmacy technicians, providing services under this contract must meet the following requirements:
    - a. Each pharmacy professional shall provide proof of licensure or certifications to the State before any services are performed under this contract.
    - b. Each pharmacy professional shall maintain licensure or certification.
    - c. Each pharmacist shall maintain professional malpractice liability insurance in the State of Tennessee and immediately provide the State with a copy of each renewal upon receipt.
    - d. Each pharmacy professional shall competent in pharmaceutical care in accordance with state and federal laws.
- b. Following are considered Key personnel and are required for this contract:
  - (1) A dedicated Pharmacist In-Charge that serves as the point of contact for this contract and will be responsible for and have the authority to resolve pharmacy services issues that affect multiple institutions.
  - (2) The clinical pharmacist provides consulting support in every aspect of the pharmacy services. Services must include advising prescribers on drug of choice, drug utilization, drug interactions, and research. This person shall participate on the Pharmacy and Therapeutics Committee, a subcommittee of the Statewide Continuous Quality Improvement Committee described hereinafter. This position shall work with the TDOC Medical Director/designee and the medical and mental health vendors on all matters related to provider prescribing practices, ordering utilization, and drug interaction education. This position must be based in Tennessee, with the actual location to be approved by the TDOC Director of Clinical Services/designee.
  - (3.) A Pharmacy Operations Contract Manager that provides contractual oversight for the day-to-day operations of this contract. This position is also responsible for the management of the on-site TDOC Institutional Pharmacy. This position must be located in Tennessee.
  - (4.) Pharmacist available by phone and/or other electronic means 24-



hours a day, seven days per week to process requests for emergency medications, arrange for after hour dispensing, provide clinical pharmacy consultation and to minimize expense for back-up pharmacy services.

- c. As part of the Start-up and Transitional Plan as delineated in the Contract, or prior to the entry of any newly hired, credentialed employee or subcontractor, whichever applies, the contractor shall submit to the Department of Correction, electronically, in the medium and format specified by the Department from time to time, all credentialing related documents (federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certification or notices of eligibility for certification) that are legally required for an employee or subcontractor. Thereafter, the contractor shall provide to the Department, in the same manner, documentation of all renewed credentials of its employees and subcontractors, and this documentation shall be provided within one month after the renewal date of each renewal.
- d. The Contractor shall maintain and have accessible on-site and available for review by the State, credentialing information that includes, at a minimum, for pharmacists and any designated backups:
  - (1) Signed application and required background check
  - (2) Verification of education, training, and work history
  - (3) Professional references
  - (4) Malpractice claims history
  - (5) Current license to practice
- e. The Contractor shall provide all professional supervision of personnel required by law for the applicable licensing, certificate or registration, cooperative agreements and specialty board certifications or notices of eligibility for certification.
- f. Regardless of any vacancy in its staffing the Contractor is required to provide adequate coverage to meet all required services.
- g. The Contractor shall maintain copies of the Department of Correction's current policies and procedures that define and outline the credentialing requirements.
- h. Any staffing changes during the term of the Contract shall require the State's prior written approval.
- i. The State reserves the right to modify the Contractor's proposed staffing patterns to support the pharmacy services for the inmates.

A.18. **CONTRACTOR STAFF SCREENING**

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

- a. Current licensure/certification verification: unrestricted



- b. Drug testing
- c. Health Screening to ensure absence of communicable disease and safety and the prevention of disease.
- d. All medical information required for employees that meet minimal standards of health (i.e. TB screening).
- e. Criminal Background Investigations. The Contractor shall not hire ex-felons or relatives of felons currently incarcerated in Tennessee. Prior to employment with the Contractor, applicants shall be subjected to a thorough background investigation. Criminal and employment histories must go back a minimum of five (5) years. Said background investigations shall be available to the State upon request. The criminal history record check shall include fingerprinting by the vendor contracted by the Tennessee Bureau of Investigation for such services. The background investigation and criminal history record check are the responsibility of the Contractor. In no instance may a contractor employee or subcontractor begin work in the TDOC Institution Pharmacy until the criminal history record check has been completed; however, the employee may participate in pre-service training while the check is in process. Results of the criminal history record check shall be forwarded to the institution for review and clearance for further consideration of employment.

A.19. CONTRACTOR STAFF INSTITUTIONAL ACCESS/SECURITY

- a. The State may, at its sole discretion, remove from or refuse admittance to any prison/facility, any person providing services under this Contract, without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the required contract services, for which the person who is removed or denied access was assigned, are delivered in accordance with this Contract.
- b. The Contractor, its employees, and employees of its subcontractor(s), shall receive pre-service training regarding security considerations as defined in TDOC policy and follow all of the security regulations of the Department and the facilities.
- c. Violation of the security regulations by the Contractor or any of its subcontractors may be sufficient cause to terminate the contract for default.

A.20. CONTRACTOR STAFF DISCIPLINARY ACTIONS

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

A.21. EQUIPMENT AND SUPPLIES

- a. The State's allocation of certain costs to itself in Section A.9, above considered, and except for any capital purchase as provided by Section A.22.g., the Contractor shall supply all packaging equipment, warehousing racks, furniture, medication carts, refrigerators, barcode



scanners, inventory control equipment, equipment repair and maintenance, office supplies, routine daily building maintenance, and any other supplies and equipment needed to provide for the operation of pharmacy services at all Department institutions identified herein above. The Contractor shall be responsible for all acquisition costs, other than those allocated to the Department herein above. All supplies and equipment acquired for TDOC facilities statewide shall be approved by the TDOC Medical Director and the Director of Clinical Services or their designees; said supplies and equipment shall become the property of the state.

- b. All equipment acquired by the Contractor for the operation of pharmacy shall be tagged as state property according to state purchasing and inventory policies.
- c. The TDOC Medical Director shall approve the purchase of the packaging machines at cost only. The reimbursement shall not exceed the (\$200,000) two hundred thousand dollars, and may consist of periodic payments over a period of time not to exceed twelve months. If the State must terminate the contract, all outstanding payments shall be paid in a timely manner in accordance with State law.
- d. For the start-up inventory required by Section A.13.b.(6): Consumable supplies shall be valued at cost. Equipment shall be valued at the lower, of cost or fair market value, based upon physical condition, suitability for use, and other pertinent factors. The inventory value shall be agreed upon by both parties. Upon expiration or other termination of the Contract, a closeout physical inventory shall be conducted. All remaining supplies and equipment shall be converted to the State's inventory upon termination of the Contract.
- e. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property and building areas and building systems furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted.
- f. A single piece of equipment that costs \$10,000 or more is considered capital equipment. If the Contractor deems a need for a capital equipment purchase, the Contractor will send a written request and justification to the TDOC Medical Director and the Director of Clinical Services for approval; upon approval by the State, the State will purchase the equipment.
- g. For equipment bought for use on-site at a correctional facility, the Contractor shall cooperate with the Medical Contractor in maintaining a perpetual inventory and adhering to State regulations relating to inventory. In the event that equipment assigned to the Pharmacy Contractor is damaged or cannot be located, the Pharmacy Contractor will be required to pay for the replacement of such equipment at its own expense, unless the Pharmacy Contractor can prove to the Department's Contract Manager that damage or loss of the equipment was due to circumstances beyond the control of the Pharmacy Contractor.
- h. The Contractor shall be responsible for maintaining an equipment inventory list that records at a minimum:
  - (1) Equipment description
  - (2) Name of supplier and purchase order or other acquisition document number.
  - (3) Acquisition cost and date.
  - (4) Physical location of item (Facility code + Room Number or Name)
  - (5) Serial number, if any



(6) State tag number, if any

(7) Equipment Condition

- i. Communication Systems, Telephones, Telephone Lines and T1 Lines. The Contractor shall be responsible for cost and the installation of Statewide communication systems and lines required for pharmacy management equipment such as telephones, facsimile, scanners, computers, or any other equipment. The Contractor shall provide phones, facsimile machines, scanners, printers, and computers or any additional equipment necessary for transmission of pharmaceutical orders and all aspects of pharmacy services. There will be no direct connection of the Contractor's equipment or software to the state network. Communication systems and computer equipment and installation must be coordinated with the TDOC Director of Information Technology prior to purchase and installation.

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

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

- a. The Contractor shall deliver medications daily to each institution in the Department. Prescription orders received by 2:00 p.m. (Central Standard Time) Monday-Friday shall be delivered to the ordering institution by 12:00 noon the following day, excluding Sundays.
- b. The Contractor shall complete its medication deliveries using Contractor supplied transportation. Prescription fills shall be delivered in unit dose blister pack. The contractor shall use unit-dose system for dispensing patient specific medications. The blister card system is required unless contraindicated by Manufacturer. Any other unit-system dose must be approved by the Pharmacy and Therapeutic Committee. Blister cards must have the capability to contain a 1 to a 30 day supply of pharmaceuticals or the specific quantity ordered by the on-site medical provider.
- c. The Contractor shall make available to all Other Healthcare Contractors an emergency toll free telephone number for consultation and inquiries and a toll-free telephone number for faxing, and electronic communication.
- d. Pharmacy Dispensing Software: The Contractor shall provide a pharmacy software system for use within each TDOC Institutional Pharmacy that provides an operational interface with the Contractor's CPOE program, eMAR or EMR, should the state acquire an EMR system during the course of this contract. All information systems costs will be the responsibility of the Contractor. The Contractor shall provide a computer at each TDOC site which has a connection independent from the state network. A selected pharmacy software plan shall be provided as part of the proposal up to a total of fifty two (52) software licenses. Additional software licenses shall be provided by the Contractor as required by the State, at the State's expense.

The Pharmacy Dispensing Software shall provide at a minimum:

- (1) A pharmacy software system that has the capability of generating a label with a barcode that identifies the individual prescription by prescription number or some other uniquely identifying parameter.
- (2) A label that shall display all information required by the Tennessee Board of Pharmacy Regulations as well as applicable federal law.



- (3) A workflow module that allows the prescription to be tracked from inception in the CPOE or EMR to final packaging for shipment and dispensing
  - (4) A workflow module that includes a mechanism to track and archive indefinitely the name of the pharmacy technician who fills the prescription, the name of the pharmacist doing the final product check, and the pharmacy technician responsible for placing the prescription in the correct box addressed to the facility from which the order was generated along with a date and timestamp for each. This information must also be tracked for each subsequent refill of the prescription without overwriting information on previous fills.
  - (5) A reporting system that enables the pharmacy staff to know when all labels generated for a given shipment have been checked and scanned into the box for shipping as well as the capability of reporting the current status of any labels that are not yet packaged.
  - (6) An electronic means by which individuals in the med-room of the destination correctional facility can check in the medication delivery electronically or transmit a refill request electronically.
  - (7) A workflow system that electronically routes labels for topical medications to a printer located adjacent to the area in the pharmacy where topical medications are stored.
- e. The Contractor shall be responsible for packaging all deliveries to each institution appropriately and utilizing a Contractor-supplied automated bar-coded medication delivery receipt and inventory scanning system. Oral solid medications are to be packaged in 30 day blister cards whenever possible with the exception of parole/release medications which must be packaged in a childproof enclosure. The contractor shall implement the following distribution practices:
- (1) A blister card that maximizes the reuse of returned medication
  - (2) Various automated or semi-automated means by which blister cards can be packaged in bulk.
  - (3) The contractor will be responsible for shipping refrigerated or other heat liable items with a suitable method of packaging that maintains a proper temperature throughout the shipping process. Further, the contractor must use appropriate packaging to prevent breakage of glass vials such as insulin or similarly manufactured products that cannot be repackaged.
  - (4) The contractor may be called upon to package certain medications into blister cards for use as stock medication in adherence to state and federal laws that govern the repackaging of medication into stock, including chain of custody aka drug pedigrees.
  - (5) The Contractor shall provide tablet splitting service for expensive medications, whenever possible, provided that the resulting savings are significant. No additional fees are to be charged for tablet splitting and the State will have the right to unilaterally decide that a medication will be split.
  - (6) The contractor shall not carry strength or formulations of generic medications that are inordinately or disproportionately more expensive relative to other available strengths that are available (example: trazadone 300mg tablets cost approximately \$2 per tablet, while the 150mg tablets are only a few cents each. The State expects that the contractor would dispense 2 x 150mg tablets to obtain a 300mg



dose rather than dispense the 300mg tablets).

- (7) Because medication containers can be used as contraband, weapons, or create danger in difficult to foresee circumstances, the contractor shall not dispense medications in containers that the TDOC deems unsafe from a security standpoint (example: a manufacturer's original container of a liquid medication in a glass bottle must be poured into a plastic container prior to being shipped to a facility).
  - (8) Whenever the Department of Correction so directs, the contractor shall repackage, at the contractor's own cost, any product deemed a security risk.
  - (9) Every person working on behalf of the contractor at the TDOC Institutional Pharmacy must be trained to recognize potential security problems as they pertain to packaging. The contractor will provide this training on an ongoing basis. Repeated security violations by the contractor may result in the State assessing liquidated damages for contract noncompliance.
- f. The Contractor shall establish a stock supply of commonly prescribed medications (including prescribed drugs and biological and related supplies) to be available upon receipt, for all prescription orders and reorders.
- g. Included in the contractor's responsibility for supply are prescription medications, controlled drugs, Mantoux serum, influenza vaccine, hepatitis vaccine, and other related items.
- h. The Contractor shall coordinate with the medical vendor to provide the best pricing for all drugs and biological supplies for the provision of renal dialysis and oncology services.
- i. The Contractor shall use the TDOC Formulary in conjunction with the supply and dispensing of medication as approved by the Statewide Pharmacy and Therapeutics Committee.
- j. Generic medications, when available, are to be used except where bioequivalence issues have been documented. Generic medications shall be substituted for brand name unless otherwise indicated by prescriber on a non-formulary form. If the Contractor and Clinician disagree as to the use of a generic equivalent, the Contractor may appeal to the Department's Medical Director, who will determine the appropriate course of action. The Contractor must still fill the order, regardless, during the required time period. Any such instance of a disagreement shall be reported to the TDOC Medical Director within ten days of occurrence.
- k. Medication Administration Records: On a monthly basis, the Contractor must provide printed MARs or an electronic medication administration record (eMAR) that meets the needs of a correctional facility.
- (1) Printed MARs must be delivered five days prior to the end of the month on a recurring interval that is determined by each individual facility.
  - (2) The MAR format must provide flexibility with regard to hours of administration or to the conduct of med-lines, in order to accommodate and meet the varying needs of different facilities which have different levels of staffing and availability of nursing at different times.
  - (3) Printed MARs must be printed and sorted according to the specifications requested by each facility, at the time of contract startup (i.e. alphabetically by patient last name or by housing unit then alphabetically by last name, and so on).



- (4) Printed MARs must be printed on thicker paper or cardstock pre-punched with holes suitable for use in a ringed binder and have enough durability that the MARs will not tear and begin falling out of the binders during a month's worth of daily use.
  - (5) Blank MARS shall be provided to facilities upon request.
  - (6) In the event the State negotiates and agrees to the terms of implementation and additional costs, if any, affiliated with an eMAR, the requirements established in this section shall be reviewed and may be amended for continuity medication administration.
- l. The Contractor shall supply a list of offenders for each site whose maintenance medications are within 30 days of expiration.
  - m. The State has a "keep on person" (KOP) policy. In accordance with the policy, the contractor shall establish a renewal procedure for inmates who have KOP medications.
  - n. Within 30 days of the contract implementation date, the contractor shall provide a satisfactory plan for holiday and emergency deliveries for approval by the TDOC Pharmacy and Therapeutics committee. A pharmacist must be on call 24 hours a day, seven (7) days a week. A maximum 60-minute response time is required. If the on-call pharmacy telephone number is a long distance number, the contractor must provide a toll free number.
  - o. Access to all drugs and biologicals shall be controlled and limited to necessary and appropriate personnel. Prescriptions shall be dispensed in complete compliance with local, state, and federal laws regulating delivery of pharmaceutical services. The Contractor must possess all necessary licenses and certifications by time of notice of award recommendation.
  - p. All drugs and biologicals shall be labeled in complete compliance with local, state and federal law.
  - q. Each prescription shall be labeled individually, with the inmate's name, inmate number, facility assignment, drug name and strength, directions for use, prescriber name, prescription number, date filled, expiration date (if applicable) and available refills, if any, in addition to other information in compliance with Federal regulations and the laws of the State of Tennessee.
  - r. The Contractor shall label all drugs and biological with cautionary instructions using auxiliary labels as required, describing drug reactions, interactions, cautions, etc.
  - s. The Contractor must utilize peel-off reorder labels for transmitting reorders to the pharmacy.
  - t. The Contractor shall track the following information:
    - (1) patient medication which may, for any reason, be contraindicated
    - (2) data on Clinician prescribing practice
    - (3) information on drugs prescribed and costs; and
    - (4) Patient specific information
  - u. Medication supplied for inmates being released from TDOC custody shall be in accordance with Policy 113.70.
  - v. Computerized Physician Order Entry (CPOE): The Contractor shall supply an electronic



means by which clinicians can securely enter orders for medications and other treatments that are required to appear on a patient's medication administration record. The CPOE shall at a minimum provide:

- (1) Individual user ID's and passwords for each clinician.
- (2) Interface with the software system deployed in the TDOC Institutional Pharmacies, which affords minimal intervention in the form of technician data entry and pharmacist verification.
- (3) Warnings of drug interactions, allergies, drug disease interactions, duplicate therapies and excessively high doses, together with a permanent record of the clinician's decision to override or bypass any warnings prior to transmitting the order to the pharmacy.
- (4) Notification that a medication is not on the formulary and an electronic means for the TDOC Medical Director/ designee to adjudicate prior to being signed and transmitted to the TDOC Institution Pharmacy.

A.23. **MEDICATION IMMEDIATE START AND EMERGENCY SUPPLIES**

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

- a. On-Site Starter Doses: Drugs and stock quantities for starter doses shall be available in amounts determined at the start of the contract as proposed by the Contractor and approved by the TDOC Medical Director/designee. This stock list will be referred to as the Stock Formulary. The Stock formulary will be available for order stock/on hand medication for each institution. The Contractor will monitor use of these medications at each institution and make recommendations for modification of on-site medication stock quantities for each institution, based on use. The contractor is expected to maintain the stock of on-site medication at the minimum level needed to meet the needs of the institution and at the same time avoid the need to purchase medications locally. These adjustment recommendations will be provided to the TDOC Medical Director/designee for approval. The Stock Formulary will be presented to the State-Wide Pharmacy and Therapeutics Committee at the next scheduled meeting after the start of the contract.
- b. The Contractor shall not dispense any stock medication ordered for no more than seven (7) days, to include both prescription medication as well as over-the-counter medication. The amount dispensed should be only the quantity needed pending delivery of medications from the Central Pharmacy.
- c. The contractor shall require that when stock is depleted an accounting of medication units dispensed be returned to the pharmacy for reconciliation of doses ordered. The Contractor shall monitor the expiration dates of the stock starter drugs on a monthly basis and notify the Department of any drugs set to expire within four months of the monthly inspection date. If those stock starter drugs are not used in the month following this notice, the Contractor will immediately replace those drugs with a fresh equivalent stock prior to the expiration of the drugs. In the event that the Contractor does not notify the Department of any recorded stock starter drugs set to expire, as required in these monthly inspections, and those drugs are returned to the Department after their expiration date, the Contractor will fully reimburse the Department for the cost of those specific drugs, notwithstanding their expired status, or provide equivalent replacement at no cost to the Department.
- d. The contractor shall prepare and maintain documentation of controlled drugs, which shall be



provided according to the TDOC policy and State and Federal regulations.

- e. The Contractor must account for and dispose of all controlled substances in the manner required by Federal and State laws.

A.24. EMERGENCY/STAT ORDERS

- a. When an institutional prescriber has designated an order as being an emergency or "stat" need, the contractor may authorize the institutional provider to obtain sufficient medication by local purchase from a pharmacy subcontracted by the Contractor. Whenever this occurs the quantity purchased will be limited to the amount needed pending delivery of the balance of the supply ordered from the Central Pharmacy. The Contractor shall log and acknowledge all orders received by return email, fax, or other appropriate recorded return communication. The contractor also has the option to provide delivery of the emergency/STAT orders to the institution within two (2) hours of receipt of the order.
- b. The Contractor may consult with the treating Clinician to determine whether there exists an emergency backup need. If an emergency medication is ordered multiple times, the Contractor may request that the particular medication be stocked at the facility in order to decrease future orders from the emergency back-up pharmacy. The Department's Medical Director/ designee will make the final determination regarding any such request.
- c. The contractor shall determine whether contraindications exist for emergency/stat medications ordered from the local pharmacy, as the local pharmacy will not have the patient's complete medication profile on hand to screen for drug interactions or other potential problems.
- d. For any such use of emergency or stat medications, the Contractor is required to submit a report of the circumstances requiring such use, to be reviewed by the Department.
- e. The Contractor shall be responsible for the delivery of the emergency/stat medications to the institution using Contractor-supplied transportation.
- f. The Contractor shall provide emergency medication services on a seven (7) day a week, twenty-four (24) hour per day basis, including holidays.
- g. The contractor must obtain prior approval from the TDOC Medical Director/designee before permitting the order of non-formulary medications from the local pharmacy.
- h. The Contractor shall pass through to the State, the cost of local purchase medication and delivery fees, without any additional markup by the contractor. The contractor shall prepare a monthly report of all medications ordered from the backup pharmacy including patient name, medication name and strength, quantity ordered, price charged by the backup pharmacy, as well as, the name of the individual at the site who requested the medication stat and the reason it was necessary.

A.25. EMERGENCY MOBILE CRASH CART

- a. The Contractor shall make determinations on the stock of emergency mobile crash cart drugs and stock quantities in conjunction with the Medical Contractor's statewide Medical Director and the TDOC Medical Director/designee. Based upon requests of the Medical Contractor, the Pharmacy Contractor will replenish stock medication to the emergency mobile crash cart.
- b. The Contractor shall prepare and post on the outside of each medication mobile crash cart, a



list of the cart's contents. State employees shall report usage within 48 hours to allow the cart's contents to be replenished. The Contractor shall inventory the emergency mobile crash carts monthly or as necessary to maintain proper quantity levels. The Contractor shall monitor the expiration dates of the carts drugs on a monthly basis and notify the Department of any drugs set to expire within four months of the monthly inspection date. If those carts drugs are not used within the following month, the Contractor will immediately replace those drugs with fresh equivalent stock and issue a full credit for the returned drugs prior to the expiration of the drugs. In the event that the Contractor does not notify the Department of any recorded medication cart drugs set to expire, as required in these monthly inspections, and those drugs are returned to the Contractor after their expiration date, the Contractor will fully reimburse the Department for the cost of those specific drugs, notwithstanding their expired status, or provide equivalent replacement at no cost to the Department.

A.26. TDOC FORMULARY

- a. The contractor shall be provided the TDOC Formulary in existence at the time the Contractor begins performance of the contract.
- b. The TDOC Formulary can only be modified by the Pharmacy and Therapeutics Committee, with approval of the TDOC Medical Director/designee.
- c. The Contractor shall publish the TDOC Formulary to all health care contractors through an electronic means with hard copy back up. The format shall allow electronic information transmission among the Contractor, and all other health care contractors.
- d. The contractor shall make the most current formulary list available at all times and shall be appropriately index and mark the list as to version, to reflect the effective dates and nature of changes.
- e. When an onsite provider indicates that a formulary medication cannot be used for a specific patient, the contractor shall require that the provider submit a non-formulary request to the TDOC Medical Director/designee. Emergency orders for non-formulary medications must be filled within 4 hours of receipt unless otherwise specified by the TDOC Medical Director or Designee. In all other circumstances, non-formulary medications shall require approval through procedures developed by TDOC Medical and Behavioral Health Directors. The Contractor shall verify that all approvals are in place before providing non-formulary medications.
- f. Any prescription for a non-formulary medication will be forwarded to the Contractor who shall determine if sufficient documentation has been provided by the Medical/Mental Health Contractor (s) to support the non-formulary request. The Contractor's determination is subject to review by the TDOC Medical Director or Designee and whether formulary alternatives were sufficiently exhausted.
- g. For a non-emergent requests, the pharmacist shall within 24 hours return a non-approved prescription to the prescribing physician with a replacement alternative.
- h. A Clinician may, as appropriate, appeal a medical/Mental Health service vendor determination to reject a non-formulary prescription to the medical or mental health contractor's Medical Director for Tennessee. The TDOC Medical Director/designee has the authority to give the final determination on all disputes among physician staff of all contractors including the contractor.
- i. The contractor shall perform pharmacy audits, capturing all non-formulary orders. The Contractor shall review all non-formulary orders filled, and will identify those that are not accompanied by a non-formulary order approval. This identification will include the



prescriber, the institution and the staff of the Contractor who reviewed the non-formulary request. The Contractor shall review specific Clinician ordering patterns. The Contractor shall provide these non-formulary process compliance audits to the TDOC Medical Director/designee on a monthly basis.

A.27. TDOC OTC LIST

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

A.28. EMERGENCY PREPAREDNESS

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

A.29. PATIENT EDUCATION MATERIALS

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

A.30. PATIENT CARE CONFERENCES/EDUCATION/TRAINING

- a. Some inmate patients present extraordinary care and treatment needs, which require special planning and collaborative work among providers and vendors. The Contractor's clinical pharmacist shall attend such Patient Care conferences as requested.
- b. Contractor shall provide on-site, in-service training and continuing education upon request of the State throughout the term of the contract, for TDOC staff, medical and mental health vendor(s).

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- c. The contractor must provide 24 hour/7 days per week consulting services to advise providers on a drug of choice, and educate clinicians on drug interactions, new drug protocols, and therapeutic utilization and support. The Contractor must maintain a toll free 800 number for consulting services. The contractor must provide emergency and routine consultations regarding all phases of the institutional operation. These consultations can be requested on-site, or via tele- or video conferencing.
- d. The contractor must provide prospective and retrospective provider education (case by case and globally).

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

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

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

- a. The Contractor will coordinate efforts with the State to determine the dates, times, and location of the State Continuous Quality Improvement (CQI) Committee, and the recording of meeting minutes. CQI Committee meetings are held quarterly or more frequently if necessary. Whenever the State so directs, the contractor's Statewide Administrator, and the contractor's pharmacist shall attend this meeting.
  - 1. The Contractor shall comply with the State's quality improvement Initiatives in accordance with TDOC policy.
  - 2. Whenever the State so directs, the contractor shall collect, trend and disseminate data for CQI committee review, develop and monitor corrective action plans addressed to problem trends and facilitate and coordinate implementation of any corrective action plan among the several vendors and providers having a role in the subject matter of the plan.
  - 3. The Contractor shall conduct its own internal CQI meetings, at intervals to be agreed upon between the contractor and State. The contractor shall provide to the State, at least five business days in advance of the next regularly scheduled meeting of the State CQI Committee, a report of its internal CQI findings and recommendations, which shall include measures of performance and quality improvement outcomes.
  - 4. The Contractor shall develop, with Department and the Medical Vendor, a medication error review process to include electronic tracking, reporting, and trending of dispensing and administration errors. This report shall be sent monthly to the TDOC Medical Director/designee.
  - 5. The Contractor shall maintain perpetual narcotic-controlled substance inventories at each site.
  - 6. The Contractor shall provide oversight of the pharmacy operation and shall, at a minimum, conduct quarterly visits at each institution by a registered pharmacist to review operation and ensure compliance with DEA regulations. During audits and site visits, the Contractor must verify inventories, expired medications, disposal of medications, and compliance with the Departments procedures for medication security (medication-

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box seals and logs), etc.

7. The Contractor shall provide a proactive analysis of refill frequency and intervene to ensure that medications are not refilled too soon, utilizing best practices related to re-fill-too soon requests.
  8. The Contractor shall require that the pharmacist remove all expired and overstocked Controlled Substances (Schedule II-IV) during on-site visits.
  9. The on-site Director of the TDOC Institutional Pharmacy shall assist the Department in completion of American Correctional Association (ACA) Adult Correctional Facility Performance Based Health Care Audits. The Contractor Pharmacist shall provide outcome measure data for these audits.
- b. Pharmacy and Therapeutics Committee: The Contractor shall work in cooperation with the TDOC Medical Director and the Department's healthcare service vendors to coordinate a statewide Pharmacy and Therapeutics (P&T) Committee. The TDOC Medical Director will chair this committee which will meet quarterly or more often, if necessary. The committee is responsible for the continuing development of the formulary. Subject matter for discussion will generally include clinical indications for particular pharmaceuticals, drug interactions, and product warnings. The contractor's Director shall attend committee meetings and shall provide to the committee a report of pharmacy utilization, which shall trend prescribing practices, rank medication costs, and provide a comparison of these experiences with the contractor's experiences in other correctional settings.

A.33. PEER REVIEW

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

A.34. DAT A AND REPORTS

- a. The Contractor shall be responsible for the development and/or upkeep of an electronic data tracking utility, in a format and data layout approved by the State. The data tracking utility must have the capacity to generate the standard reports listed in subsection A.34.c, and any ad hoc reports as the State may from time to time request, which shall meet the State's requested specifications. The contractor must provide data reports at no cost to the State.
  1. The contractor shall deliver its A.34c standard reports to the Department within ten business days after the end of each month.
  2. The contractor shall deliver all ad hoc reports to the Department within five business days of the Department's request. The contractor shall deliver all other reports





required of the contractor, under this contract, within the time frames specified for each.

3. The contractor shall guarantee on-time delivery of all other reports required from the contractor under this contract. Liquidated damages shall apply to late delivery, as specified in attachment two to this contract.
- b. The Contractor must utilize a management information system that will provide necessary cost and statistical information on a statewide and institutional basis. At a minimum, the Contractor must, upon request, provide detailed reports on contract costs and program statistics, including but not limited to:
1. Prescriptions filled by drug, type, whether formulary or non-formulary, and quantity on a State-wide basis, including total drug-spend per drug type.
  2. Prescriptions filled by drug, type, whether formulary or non-formulary, and quantity on an institution by institution basis, including total drug-spend per drug type.
  3. List of Offenders prescribed certain medications and prescribing practitioner.
  4. Number of Prescriptions written (broken down by new refill).
  5. Total Cost of all medications plus a breakdown of the cost for HIV/Acquired Immune Deficiency Syndrome (AIDS), Hepatitis B, Hepatitis C anti-retroviral medications and psychotropic medication prescribed by a physician or mid-level providers.
  6. A list of the 20 medical medications and 5 psychotropic medications having the greatest financial impact for the reporting period.
  7. A list of the 20 most frequently prescribed medications and 5 most frequently prescribed psychotropic medications.
  8. Patient profiles; Patient allergies and Drug interaction.
  9. Prescription trends.
  10. Drug history and Clinician prescribing reports.
  11. Usage and disposal reports;
  12. Prescriptions filled in conjunction with inmate releases to the community.
  13. Delivery reports by date and institution including emergency deliveries.
  14. Monthly reports detailing all medications received; all medications dispensed, by location; and all returned medications for the month.
  15. Other reports as deemed necessary by the State.
- c. The Contractor shall also submit to the State within five business days following the end of each month, a narrative report delineating the status, to-date, of the programs and services required to be delivered, citing those elements of the contract that are not in compliance and providing a corrective action plan by Service Delivery Area.



- d. The Contractor shall also provide a report by the 10th calendar day of the month on a monthly basis relating to grievances and claims arising from the contract. The monthly grievance report shall include:
1. Name and identification number of inmate
  2. Institution from which claim arose
  3. Form of grievance or claim
  4. Nature of claim (delay of care; medication distribution; referral, etc.)
  5. Date received
  6. Summary of response
  7. Date of response
  8. Grievances still unresolved
- e. In addition, the Contractor shall provide to the State, a cumulative semi-annual grievance and complaint report. The report shall be filed the 10th calendar day in July and January of each contract year shall provide an analysis of grievance and complaint data for the immediate preceding relevant six-month period broken out by institution, region, and nature of claim. The report shall include an assessment of whether corrective action is necessary or appropriate to respond to any trends and shall recommend a corrective action plan where appropriate.
- f. Contractor's database server will be available 95% of the time for authorized users.
- g. The Contractor shall provide the State remote access to their computer database, including but not limited to the following:
1. Records of all orders
  2. Data base reports as requested by TDOC
  3. Utilization Management reports in a manner and via secure connectivity method approved by State Contractor's offender eligibility database.
- i. The Contractor shall submit to the State, each month, by the tenth business day of the month, a report of pharmacy utilization for the preceding month. The report shall include all of the elements prescribed in the subsection b. of this section A.34. All report shall be presented to the State in the format prescribed by the State.
- j. The Contractor shall, upon request of the State, revise its data tracking utility to meet the State's current specifications. The Contractor shall provide these revisions within a mutually agreed time frame. If the Sate's requested changes are not feasible of delivery within the ten day time frame, then the contractor shall provide the revisions within a commercially reasonable time-frame.
- k. The Contractor must report and track any cost savings initiatives to be presented at the Pharmacy and Therapeutics Committee Meetings or upon request by the TDOC Medical Director.



- l. The contractor shall prepare a monthly report of all medications ordered from the backup pharmacy including patient name, medication name and strength, quantity ordered, price charged by the backup pharmacy, as well as the name of the individual at the site who requested the medication stat and the reason why a stat was necessary.
- m. The Contractor must obtain the State's written approval prior to publishing or making formal public presentations of statistical or analytical material based on its offenders other than as required by those Contract, statute or regulation.

A.35. **RETURNED MEDICATIONS**

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

A.36. **DISPOSAL OF MEDICATIONS:**

The Contractor must provide a consistent statewide mechanism for the disposal of all medication as approved by the State and consistent with TDOC policies and procedures including restricted and narcotic medications. All costs associated with the disposal of medications are the responsibility of the Contractor. Contractor shall provide any and all training to TDOC staff as it relates to the handling and disposal of waste.

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

- a. The contractor shall set up a network of local pharmacies in close proximity to the correctional facilities serviced as part of this contract.
- b. The contractor shall utilize local pharmacies as an alternative source for short term medication orders that are needed "stat" or after the normal hours of operation.

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

A.38. **CONTRACT MONITORING**

The Contractor is required to meet the performance measures in Attachment Two. To evaluate and assess that all standards are being met and that the Contractor is in full compliance with the Contactor's proposal and this contractual agreement, the State shall provide Contract Monitors. The Contactor's activities shall be subject to monitoring and evaluation by the State in accordance with section below of this contract. The Contractor shall cooperate fully with the State's contract monitors and ensure that the monitors have full access to all clinical and corporate files including, but not limited to, personnel records, payroll records, licensure certification, employee evaluations, billing, or other outside invoices, or any other contract entered into by the Contractor for purposes of carrying out the requirements of the contract. This method of review and reporting shall be ongoing, comprehensive, and expeditious.

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

- a. Review of service levels, quality of care, and administrative practices as specified in the contract.
- b. Review the Contactor's documentation to ensure compliance with contractual obligations.
- c. Review of the Contactor's Personnel Work Schedules, Time Sheets, Personnel Records, and Wage Forms to ensure compliance with staffing levels and contractual obligations.
- d. Review of all files, records, and reports pertinent to the provision of inmate health care.
- e. Review of pharmacy billings to determine appropriateness to contractual specifications and cost effectiveness to the State.



- f. Conduct site visits and interviews as required, to provide a pharmacy service program.
- g. The Contractor shall provide regular consultations by a registered pharmacist who shall conduct monthly inspections at all institutions. In accordance with applicable federal and state laws, rules and regulations, and TDOC Policy # 113.70 Management of Pharmaceuticals the consultant pharmacist will provide strict accountability for the destruction of discontinued medications. The consultant shall record and complete the accounting, destruction, and reconciliation of unused controlled substances. The pharmacist shall dispose of any controlled substances (Schedule II – V) during on-site visits.

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

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

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



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

A.40. TDOC PHARMACY AT DSNF BUILDING 12:

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



- i. In the event that the Contractor's upper management has the necessity to view DSNF security Camera/DVR files, there will be a one-time \$350 licensing fee on a TDOC computer. This access shall be coordinated with TDOC security and viewed in the Administration Building.
- j. The TDOC Security Electronics room within the Building 12 Pharmacy area is off limits to the Contractor at all times and TDOC shall have access to this room at all times, day or night.

A.41 **Warranty:**

Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

A.42 **Inspection and Acceptance:**

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

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of 60 months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1 **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed eleven million six hundred and seventy thousand nine hundred and twelve dollars (\$11, 670,912) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2 **Compensation Firm.** The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all

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applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)				
	1st 12 Months After GO Live Date	2nd 12 Months After GO Live Date	3rd 12 Months After GO Live Date	4th 12 Months After GO Live Date	5th 12 Months After GO Live Date
Drug Dispensing Handling Fee <sup>1</sup>	\$ 4.65	\$ 3.39	\$ 3.43	\$ 3.46	\$ 3.49

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

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

Equipment purchases will be an at cost reimbursement pursuant to section A.9. All invoices will be paid in a timely manner in accordance with State law.

All equipment and supplies under A.21., in the event of early termination of the contract, will be paid upon receipt of properly submitted invoices within the time period required of State law.

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than twice a month, and no later than thirty (30) days after goods or services have been provided to the following address:

TENNESSEE DEPARTMENT OF  
CORRECTION ATTN:  
ACCOUNTS PAYABLE  
6<sup>TH</sup> FLOOR RACHEL JACKSON BUILDING  
320 6<sup>TH</sup>  
AVENUE  
NORTH  
NASHVILLE,



TN 37243-  
0465

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

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: TENNESSEE DEPARTMENT OF CORRECTION – ACCOUNTS PAYABLE
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

- b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.



C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

**D. MANDATORY TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

BRENDA BOYD, PSY.D.DIRECTOR OF  
CLINICAL SERVICES TENNESSEE  
DEPARTMENT OF CORRECTION  
6<sup>TH</sup> FLOOR RACHEL JACKSON BUILDING  
320 6<sup>TH</sup> AVENUE NORTH  
NASHVILLE, TN 37243-0465  
Brenda.J.Boyd@tn.gov  
Telephone # 615-253-8157  
FAX # 615-532-3065

The Contractor:

Christi Throneberry Henry  
Clinical Solutions, LLC  
601 Grassmere Park Drive, Suite 14  
Nashville, TN 37211  
Email: christi@clinicalsolutionspharmacy.com  
Telephone # (615)369-2485  
FAX # (866)-920-1597

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



- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.
- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds



of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10 Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1 semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

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- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall

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survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21 Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

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

D.23 Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity



(federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24 Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

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- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
  - f. the Contractor's response seeking this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

- E.2. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
  - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
  - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
  - (3) Automobile Coverage (including owned, leased, and non-owned vehicles used by Contractor) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
  - (4) Errors and Omission Coverage with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance

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coverage shall be a material breach of this Contract.

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

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

- E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.5. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.6. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 32901-14100 (Attachment 6) and resulting in this Contract.

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

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



- E.8. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.9. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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



IN WITNESS WHEREOF,

Clinical Solutions, LLC:

6.25.15

CONTRACTOR SIGNATURE

DATE

Christi Throneberry, CEO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:

6-30-2015

DERRICK D. SCHOFIELD, COMMISSIONER

DATE



ATTACHMENT

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Clinical Solutions, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	[REDACTED]

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

  
\_\_\_\_\_  
CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Christi Throubering, CEO  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF SIGNATORY

6.25.15  
\_\_\_\_\_  
DATE OF ATTESTATION



ATTACHMENT 2

PERFORMANCE MEASURES AND SUMMARY OF LIQUIDATED DAMAGES PER OCCURRENCE

To ensure that the quality and timely delivery of services are in compliance with the TDOC's policies and other organizational standards in the provision of pharmacy services, the Contract Monitors will operate independently of the Contractor. The Contract Monitors shall be directly accountable to the State. The Contract Monitors shall submit a monthly report of provider services and fulfillment of contractual obligations to the TDOC contact person. TDOC has the sole discretion to determine when liquidated damages are applied.

**PERFORMANCE  
GUARANTEE**

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

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

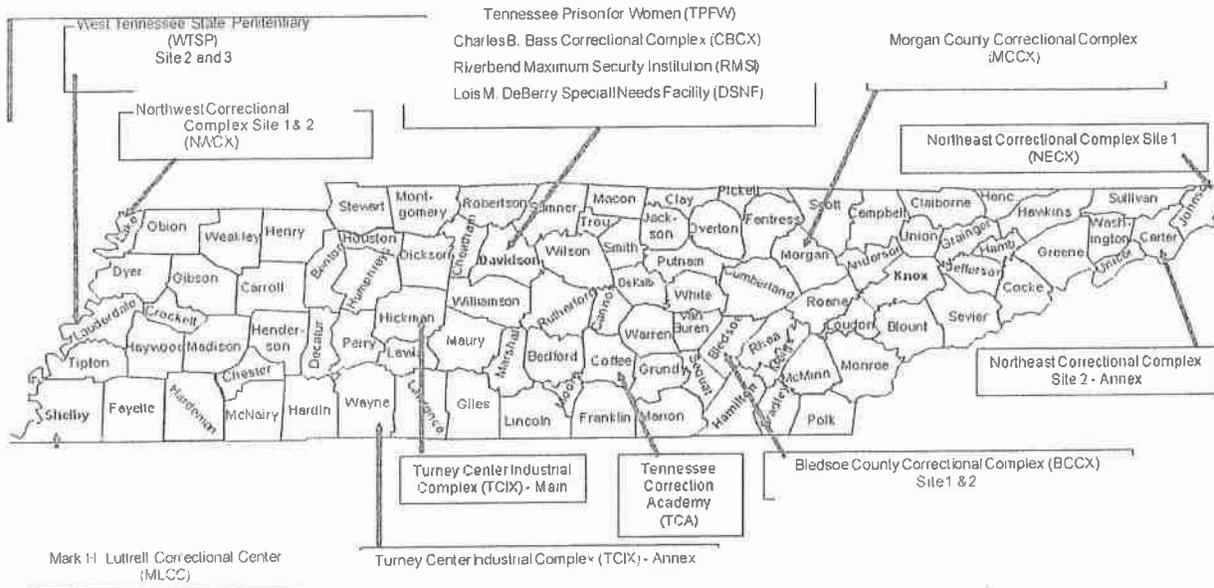
b. If repeated findings of non-performance and applications of liquidated damages fails to result in improved performance by the Contractor, TDOC may determine breach of contract.



ATTACHMENT 3

Department of Correction  
Facility Locations

Attachment  
Three





ATTACHMENT 4

**Bledsoe County Correctional Complex (BCCX)  
Sites 1 & 2**

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

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

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

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

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

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

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

**Northeast Correctional Complex – Annex (NECX)**  
(formerly Carter County Work Camp)  
188 Old Railroad Grade Rd. Roan Mountain, TN 37687  
**Northwest Correctional Complex – Site #1  
(NWCX)**  
(formerly Northwest Correctional Center)  
960 State Route 212  
Tiptonville, TN 38079

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

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

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

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**Turney Center Industrial Complex (TCIX)**

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

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

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

**West Tennessee State Penitentiary – Site #3 (WTSP)**

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

**West Tennessee State Penitentiary – Site #2 (WTSP)**

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

**Chattanooga Release Center**

108 Moccasin Bend Road  
Chattanooga TN 37405



ATTACHMENT 5

Code Information per IBC: 2006

Project: Pharmacy Renovation  
 Description: New Narcotics Room  
 Location: Phase 4 on Phase 4

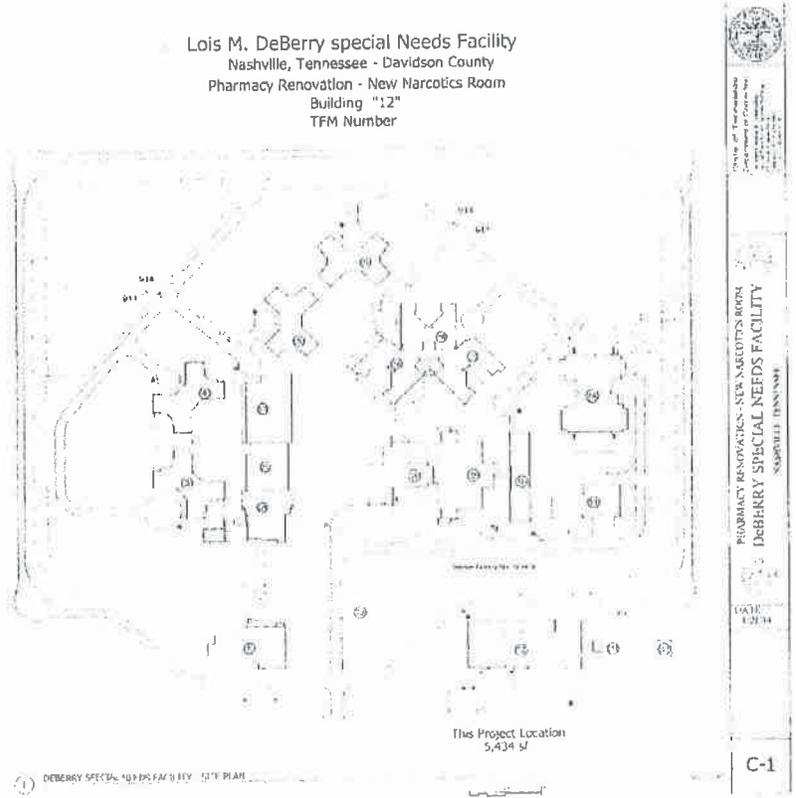
Building Description	Year Built	Foundation Type	Groundwater Table	Maximum Height	Use District
Group 1	1750	MB	Yes	10	2
2nd	1500				
Total	1975				

**BUILDING INDEX**

- 1. ADMINISTRATION
- 2. ANESTHESIA ROOMS AND SUITE
- 3. RADIOLOGY SUITE
- 4. LABORATORY SUITE
- 5. NURSING STATION
- 6. OPERATING ROOM
- 7. RADIOLOGY ROOMS (MAGNETIC RESONANCE TOMOGRAPHY)
- 8. RADIOLOGY
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- 100. RADIOLOGY

**Regulatory Information**

- Project: Building 12 Pharmacy Renovation - New Narcotics Room
- Occupancy Group: 2 - Corridor, 3 - Pharmacy
- Board of: Chapter 2 - Healthcare Building Code (IBC) 2006 L-1000
- Applicable Code:
  - a. International Building Code (IBC) including Chapters 9 and 271.10 c. with
  - b. International Fire Code 2006 Edition
  - c. International Fuel Gas Code (IFGC) 2006 Edition
  - d. International Electrical Code (IEC) 2006 Edition
  - e. International Mechanical Code (IMC) 2006 Edition
  - f. International Plumbing Code (IPC) 2006 Edition
  - g. International Energy Conservation Code (IECC) 2006 Edition
  - h. International Existing Building Code (IEBC) 2006 Edition
  - i. ASHRAE 90.1-2005 Energy Efficient Buildings (EBC) 2005 Edition
  - j. ASHRAE 90.1-2005 Energy Efficient Buildings (EBC) 2005 Edition
  - k. ASHRAE 90.1-2005 Energy Efficient Buildings (EBC) 2005 Edition
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PHARMACY RENOVATION - NEW NARCOTICS ROOM  
 DEBERRY SPECIAL NEEDS FACILITY  
 NASHVILLE, TENNESSEE

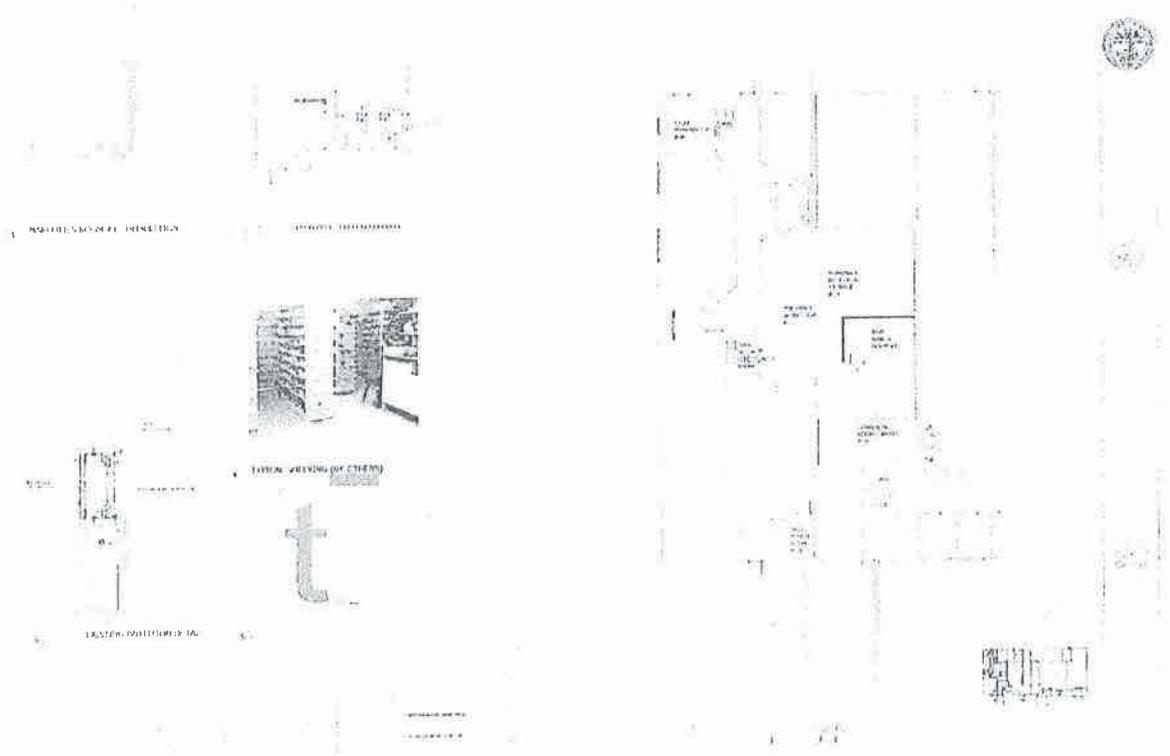
DATE: 02/14/14

**C-1**

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ATTACHMENT 5 (continued)



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