

BILL HASLAM
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

December 12, 2016

The Honorable Mark White, Chairman
Fiscal Review Committee
5 Legislative Plaza
Nashville, TN 37243

Dear Chairman White:

The Department of Correction wishes to amend its current contract for inmate health services to extend the contract term six months and increase the maximum liability accordingly. An RFP for a replacement contract was issued in mid-September. TDOC is currently working with the Central Procurement Office to revise portions of the RFP to prevent a protest when the resulting contract is awarded.

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

We appreciate your consideration of this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tony Parker".

Tony Parker

TP:PW

pc: Krista Lee, Fiscal Review Committee Director
Wes Landers, Chief Financial Officer
Dr. Kenneth Williams, Chief Medical Officer
Jim Thrasher, Legislative Liaison
Priscilla Wainwright, Director of Contract Administration

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>	38102	RFS Number: <i>(if applicable)</i>	32901- 31158		
*Original or Proposed Contract Begin Date:	Sept. 1, 2013	*Current or Proposed End Date:	August 31, 2017		
Current Request Amendment Number: <i>(if applicable)</i>	3				
Proposed Amendment Effective Date: <i>(if applicable)</i>	March 1, 2017				
*Department Submitting:	Correction				
*Division:	Contract Administration				
*Date Submitted:	12.13.2016				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Centurion of Tennessee				
*Current or Proposed Maximum Liability:	\$309,261,537.84 current \$328,617,806.34 Proposed				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2014	FY: 2015	FY: 2016	FY: 2017	F Y	FY
\$73,365,900.00	\$91,767,700.00	\$90,197,100.00	\$53,930,837.84	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2014	FY: 2015	FY: 2016	FY: 2017	F Y	FY
\$63,666,225.66	\$79,154,170.87	\$77,736,985.08	\$ 26,584,915.83	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Contract expenditures to date have not exceeded contract allocation.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			No surplus funds have been carried forward.		
IF Contract Expenditures exceeded			Contract expenditures to date have not		

Supplemental Documentation Required for
Fiscal Review Committee

Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		exceeded contract allocation.	
*Contract Funding Source/Amount:			
State:	309,261,537.84	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>	
Dec. 29, 2015		Correct clerical error in payment methodology in contract term dates, delete Charles Bass as a service location, and add Trousdale Turner Correctional Facility to Section A.7.d.	
July 13, 2016		Extend the contract term six months and 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?		\$270,549,000.00. The cost was determined by the cost proposal of the best evaluated proposer.	
*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.		This amendment will permit the uninterrupted provision of inmate health services until the current RFP is completed and a resulting replacement contract is awarded.	

Per FY

Per Contract Year

Invoice Date	Gross Amt	Staffing	HIV	HEP
Sep-13	\$ 4,973,573.88			
Oct-13	\$ 7,017,483.33			
Nov-13	\$ 5,688,152.42	\$ 149,640.58	\$ 577,538.04	
Dec-13	\$ 6,689,693.82	\$ 193,962.74	\$ 205,626.30	
Jan-14	\$ 6,736,471.74	\$ 193,644.74	\$ 222,930.48	
Feb-14	\$ 6,133,970.52	\$ 188,671.94	\$ 203,539.82	
Mar-14	\$ 6,879,361.08	\$ 187,014.34	\$ 218,217.71	
Apr-14	\$ 6,666,647.30	\$ 181,264.25	\$ 224,160.97	
May-14	\$ 6,913,001.90	\$ 173,545.99	\$ 229,259.80	
Jun-14	\$ 5,967,869.67	\$ 169,380.35	\$ 214,132.24	
Total FY 14	\$ 63,666,225.66	\$ 1,437,124.93	\$ 2,095,405.36	

Jul-14	\$ 6,853,556.63	\$ 168,827.25	\$ 232,445.10	\$ 19,325.98
Aug-14	\$ 6,851,734.24	\$ 165,297.85	\$ 239,493.15	\$ 11,833.75
Sep-14	\$ 6,614,053.83	\$ 165,297.85	\$ 223,656.61	\$ 18,897.64
Oct-14	\$ 6,821,564.05	\$ 165,447.04	\$ 223,418.77	\$ 31,896.78
Nov-14	\$ 6,608,320.69	\$ 161,328.85	\$ 218,497.02	\$ 21,384.21
Dec-14	\$ 5,891,437.22	\$ 155,286.45	\$ 242,249.77	\$ 28,357.83
Jan-15	\$ 6,519,408.33	\$ 190,183.97	\$ 227,165.91	\$ 19,316.06
Feb-15	\$ 5,788,932.12	\$ 192,182.15	\$ 269,923.27	\$ 20,263.13
Mar-15	\$ 6,460,166.84	\$ 185,389.71	\$ 251,871.00	\$ 28,948.30
Apr-15	\$ 6,199,422.52	\$ 185,389.71	\$ 240,343.86	\$ 22,577.48
IR-May15	\$ 2,828,640.26			
May-15	\$ 6,017,681.87	\$ 185,389.71	\$ 238,801.35	\$ 22,416.89
Jun-15	\$ 5,699,252.27	\$ 181,701.48	\$ 215,813.19	\$ 31,042.05
Total FY 15	\$ 79,154,170.87	\$ 2,101,722.02	\$ 2,823,679.00	\$ 276,260.10

Jul-15	\$ 6,331,200.13	\$ 180,649.24	\$ 236,498.54	\$ 22,582.07
Aug-15	\$ 6,354,618.96	\$ 187,708.04	\$ 198,399.58	\$ 16,068.25
Sep-15	\$ 6,142,618.70	\$ 173,731.96	\$ 198,257.49	\$ 9,666.13
Oct-15	\$ 6,291,690.49	\$ 161,847.24	\$ 232,323.19	\$ 19,381.55
Nov-15	\$ 5,847,472.95	\$ 161,847.24	\$ 224,659.97	\$ 31,589.02
Dec-15	\$ 5,700,294.60	\$ 161,847.24	\$ 240,606.30	\$ 61,227.21
Retro-Amend#1	\$ 1,076,143.54			
IR-JAN15-SEPT15	\$ 870,966.44			
January-16	\$ 6,266,226.25	\$ 159,523.43	\$ 222,552.46	\$ 18,287.72
February-16	\$ 5,861,330.66	\$ 153,972.72	\$ 231,652.51	\$ 45,453.13
March-16	\$ 6,273,121.43	\$ 153,972.72	\$ 252,850.28	\$ 32,808.53
IR- Jul15-Nov15	\$ 880,397.63			
April-16	\$ 6,156,317.87	\$ 153,972.71	\$ 240,765.65	\$ 30,582.44
May-16	\$ 6,488,373.76	\$ 133,669.28	\$ 222,459.22	\$ 49,355.50
June-16	\$ 6,182,064.44	\$ 129,071.05	\$ 229,867.13	\$ 55,906.02
IR-June -16	\$ 654,147.23			
Total FY 16	\$ 77,376,985.08	\$ 1,911,812.87	\$ 2,730,892.32	\$ 392,907.57

Jul-16	\$ 6,271,303.46	\$ 132,681.44	\$ 230,867.39	\$ 68,449.17
Aug-16	\$ 6,634,218.21	\$ 132,681.44	\$ 284,967.27	\$ 18,935.87
Sep-16	\$ 6,687,998.92	\$ 132,681.44	\$ 263,365.55	\$ 10,980.43
Oct-16	\$ 6,991,395.24	\$ 132,681.44	\$ 244,726.62	\$ 9,610.32

Total FY 17	\$ 26,584,915.83	\$ 530,725.76	\$ 1,023,926.83	\$ 107,975.79
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Total Payments	\$ 246,782,297.44	\$ 5,981,385.58	\$ 8,673,903.51	\$ 777,143.46
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Invoice Date	Gross Amt	Staffing
Sep-13	\$ 4,973,573.88	
Oct-13	\$ 7,017,483.33	
Nov-13	\$ 5,688,152.42	\$ 149,640.58
Dec-13	\$ 6,689,693.82	\$ 193,962.74
Total 2013	\$ 24,368,903.45	\$ 343,603.32

Jan-14	\$ 6,736,471.74	\$ 193,644.74
Feb-14	\$ 6,133,970.52	\$ 188,671.94
Mar-14	\$ 6,879,361.08	\$ 187,014.34
Apr-14	\$ 6,666,647.30	\$ 181,264.25
May-14	\$ 6,913,001.90	\$ 173,545.99
Jun-14	\$ 5,967,869.67	\$ 169,380.35
Jul-14	\$ 6,853,556.63	\$ 168,827.25
Aug-14	\$ 6,851,734.24	\$ 165,297.85
Sep-14	\$ 6,614,053.83	\$ 165,297.85
Oct-14	\$ 6,821,564.05	\$ 165,447.04
Nov-14	\$ 6,608,320.69	\$ 161,328.85
Dec-14	\$ 5,891,437.22	\$ 155,286.45
Total 2014	\$ 78,937,988.87	\$ 2,075,006.90

Jan-15	\$ 6,519,408.33	\$ 190,183.97
Feb-15	\$ 5,788,932.12	\$ 192,182.15
Mar-15	\$ 6,460,166.84	\$ 185,389.71
Apr-15	\$ 6,199,422.52	\$ 185,389.71
IR-May15	\$ 2,828,640.26	
May-15	\$ 6,017,681.87	\$ 185,389.71
Jun-15	\$ 5,699,252.27	\$ 181,701.48
Jul-15	\$ 6,331,200.13	\$ 180,649.24
Aug-15	\$ 6,354,618.96	\$ 187,708.04
Sep-15	\$ 6,142,618.70	\$ 173,731.96
Oct-15	\$ 6,291,690.49	\$ 161,847.24
Nov-15	\$ 5,847,472.95	\$ 161,847.24
Dec-15	\$ 5,700,294.60	\$ 161,847.24
Retro-Amend#1	\$ 1,076,143.54	
IR-JAN15-SEPT15	\$ 870,966.44	
IR- Jul15-Nov15	\$ 880,397.63	
Total 2015	\$ 79,008,907.65	\$ 2,147,867.69

January-16	\$ 6,266,226.25	\$ 159,523.43
February-16	\$ 5,861,330.66	\$ 153,972.72
March-16	\$ 6,273,121.43	\$ 153,972.72
April-16	\$ 6,156,317.87	\$ 153,972.71
May-16	\$ 6,488,373.76	\$ 133,669.28
June-16	\$ 6,182,064.44	\$ 129,071.05
IR-June -16	\$ 654,147.23	
July-16	\$ 6,271,303.46	\$ 132,681.44
Aug-16	\$ 6,634,218.21	\$ 132,681.44
Sep-16	\$ 6,687,998.92	\$ 132,681.44
Oct-16	\$ 6,991,395.24	\$ 132,681.44

Total 2016	\$ 64,466,497.47	\$ 1,414,907.67
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Total Payments	\$ 246,782,297.44	\$ 5,981,385.58
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HIV	HEP
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\$ 577,538.04	
\$ 205,626.30	
\$ 783,164.34	

\$ 222,930.48	
\$ 203,539.82	
\$ 218,217.71	
\$ 224,160.97	
\$ 229,259.80	
\$ 214,132.24	

\$ 232,445.10	\$ 19,325.98
\$ 239,493.15	\$ 11,833.75
\$ 223,656.61	\$ 18,897.64
\$ 223,418.77	\$ 31,896.78
\$ 218,497.02	\$ 21,384.21
\$ 242,249.77	\$ 28,357.83
\$ 2,692,001.44	\$ 131,696.19

Month	Liquidated Damage Amt	Non-Secure-Calendar Days	Non-Secure Cost \$400
Apr-14	\$ 160,600.00		
May-14	\$ 295,200.00		
Jun-14	\$ 260,900.00	149	\$ 59,600.00
Jul-14	\$ 229,200.00	32	\$ 12,800.00
Aug-14	\$ 152,800.00		
Sep-14	\$ 238,000.00	181	\$ 72,400.00
Oct-14	\$ 352,032.00		

\$ 227,165.91	\$ 19,316.06
\$ 269,923.27	\$ 20,263.13
\$ 251,871.00	\$ 28,948.30
\$ 240,343.86	\$ 22,577.48

\$ 238,801.35	\$ 22,416.89
\$ 215,813.19	\$ 31,042.05
\$ 236,498.54	\$ 22,582.07
\$ 198,399.58	\$ 16,068.25
\$ 198,257.49	\$ 9,666.13
\$ 232,323.19	\$ 19,381.55
\$ 224,659.97	\$ 31,589.02
\$ 240,606.30	\$ 61,227.21

Total LD Collected in FY 15	\$ 1,688,732.00
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\$ 274,663.65	\$ 305,078.14
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Nov-14	\$ 223,100.00
Dec-14	\$ 13,800.00
Jan-15	\$ 169,000.00
Feb-15	\$ 28,000.00
Mar-15	\$ 42,800.00
Jun-15	\$ 8,100.00
Jul-15	\$ 147,500.00
Aug-15	\$ 3,600.00
Sep-15	\$ 18,300.00
Total LD Collected in FY 16	\$ 654,200.00

\$ 222,552.46	\$ 18,287.72
\$ 231,652.51	\$ 45,453.13
\$ 252,850.28	\$ 32,808.53
\$ 240,765.65	\$ 30,582.44
\$ 222,459.22	\$ 49,355.50
\$ 229,867.13	\$ 55,906.02

Total LD Collected in FY 16	\$ 654,200.00
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\$ 230,867.39	\$ 68,449.17
\$ 284,967.27	\$ 18,935.87
\$ 263,365.55	\$ 10,980.43
\$ 244,726.62	\$ 9,610.32

Total Liquidated Damages	\$ 2,342,932.00
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\$ 2,424,074.08	\$ 340,369.13
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\$ 8,673,903.51	\$ 777,143.46
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Invoice Date	Gross Amt
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Sep-13	\$ 4,973,573.88
Oct-13	\$ 7,017,483.33
Nov-13	\$ 5,688,152.42
Dec-13	\$ 6,689,693.82
Total FY 13	\$ 24,368,903.45

Jan-14	\$ 6,736,471.74
Feb-14	\$ 6,133,970.52
Mar-14	\$ 6,879,361.08
Apr-14	\$ 6,666,647.30
May-14	\$ 6,913,001.90
Jun-14	\$ 5,967,869.67
Jul-14	\$ 6,853,556.63
Aug-14	\$ 6,851,734.24
Sep-14	\$ 6,614,053.83
Oct-14	\$ 6,821,564.05
Nov-14	\$ 6,608,320.69
Dec-14	\$ 5,891,437.22
Total FY 14	\$ 78,937,988.87

Jan-15	\$ 6,519,408.33
Feb-15	\$ 5,788,932.12
Mar-15	\$ 6,460,166.84
Apr-15	\$ 6,199,422.52
IR-May15	\$ 2,828,640.26
May-15	\$ 6,017,681.87
Jun-15	\$ 5,699,252.27
Jul-15	\$ 6,331,200.13
Aug-15	\$ 6,354,618.96
Sep-15	\$ 6,142,618.70
Oct-15	\$ 6,291,690.49
Nov-15	\$ 5,847,472.95
Dec-15	\$ 5,700,294.60
Retro-Amend#1	\$ 1,076,143.54
IR-JAN15-SEPT15	\$ 870,966.44
IR- Jul15-Nov15	\$ 880,397.63
Total FY 15	\$ 79,008,907.65

January-16	\$ 6,266,226.25
February-16	\$ 5,861,330.66

March-16	\$	6,273,121.43
Total FY 16	\$	18,400,678.34

ToTal Payments	\$	200,716,478.31
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E-Health Pre-Approval Endorsement Request E-Mail Transmittal

TO : Lovel VanArsdale, Office of e-Health Initiatives
Department of Finance & Administration
E-mail: Lovel.Vanarsdale@tn.gov

FROM : Priscilla Wainwright
E-mail: Priscilla.Wainwright@tn.gov

DATE : Dec. 9, 2016

RE : Request for eHealth Pre-Approval Endorsement

Applicable RFS # RFP 32901-31158

Office of e-Health Initiatives Endorsement Signature & Date:

Lovel VanArsdale 12-13-16

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.

Contracting Agency	Correction
Agency Contact (name, phone, e-mail)	Priscilla Wainwright (615) 253-5571 priscilla.wainwright@tn.gov
Attachments Supporting Request (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	
Subject Medical/Mental Health-Related Service Description (Brief summary of eHealth services involved. As applicable, identify the contract and solicitation sections related to eHealth services.)	
Inmate Health Care. The proposed amendment will not make any changes to the current scope of services. It will only extend the contract term and increase 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: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	32901-31158	
1. Procuring Agency	Correction	
2. Contractor	Centurion of Tennessee LLC	
3. Edison contract ID #	38102	
4. Proposed amendment #	3	
5. Contract's Original Effective Date	September 1, 2013	
6. Current end date	Feb. 28, 2017	
7. Proposed end date	August 31, 2017	
8. Current Maximum Liability or Estimated Liability	\$ 309,261,537.84	
9. Proposed Maximum Liability or Estimated Liability	\$ 328,617,806.34	
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>The RFP was issued in September. Responding to vendor questions and additional post-release review of the RFP and ProForma Contract by CPO Legal in order to ward off potential vendor protests at contract award necessitate the proposed amendment and resulting contract term extension and corresponding maximum liability increase.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive,		

Agency request tracking #	32901-31158
<p>procurement alternatives to amending the contract.</p> <p>No changes in scope are included in the proposed amendment. The proposed amendment extends the current contract term and increases the maximum liability accordingly.</p>	
<p>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)</p> <p><i>Jim Park</i> <i>TDOC Commissioner</i> <i>12/13/16</i></p>	

32901-31158 Centurion Amendment 3 Request

CONTRACT AMENDMENT TEMPLATE

This template prescribes the format and content for a fee-for-service, no cost, or revenue type contract amendment. Documents of this type must adhere to this template with revisions only in accordance with an approved rule exception request.

Complete form fields and follow, replace, or otherwise address red instructional text (e.g., *State Agency Name, amount, will/will not*) as indicated and with conforming font and color.

CONTRACT AMENDMENT COVER SHEET

Complete the Contract Amendment Cover Sheet fields as indicated within the template and the following field directions. Note some fields are not applicable to statewide contracts or other contracts created in Edison.

Agency Tracking # unique tracking number comprised of: 5-digit business unit # + unique, 5-digit #
example: 31707-12345

Increase/Decrease amount by which the maximum liability will change pursuant to this amendment;
express the amount as a negative number using "()" symbols if the maximum liability is
decreased; express it as "0" if there is no change in the total contract amount

Funding amounts by fiscal year and funding source with row and column totals;
contract maximum liability MUST equal the sum of the TOTAL Contract Amount column
(i.e., the grand total amount for all fiscal years and all sources of funding)

A Contract Amendment Cover Sheet properly completed and in accordance the template is required for every copy of the contracting document.

PREAMBLE

Add additional information only if necessary.

If the amendment involves a contractor name change, enter the NEW name followed by the parenthetical statement, "(as amended herein)."

AMENDMENT DETAIL

Draft the amendment with sections similar to the following, as appropriate, and number each amendment section consecutively.

Option: Delete & Replace Section

Use the following to delete and replace an existing sub-section.

- #. Contract section **Reference** is deleted in its entirety and replaced with the following:
- #. **New Text — include ALL of the deleted language that continues to be necessary after this amendment**

Option: Delete & Replace Attachment

Use the following to delete and replace an existing attachment.

- #. Contract Attachment **Reference** is deleted in its entirety and replaced with the new attachment **Same Reference** attached hereto.

Option: Add Section

Adding an attachment reference alone does not add the attachment (refer to add attachment option below).

Use the following to add a new sub-section after all existing sub-sections of the contract section.

- #. The following is added as Contract section **New Section Reference**.
- #. **New Text**

Option: Add Attachment

Use the following to add a new attachment.

- #. Contract Attachment **New Attachment Reference** attached hereto is added as a new attachment.

Option: Contractor Name Amendment

Documentation to evidence the legitimacy of the name change is required for approval.

Use the following to change the contractor's name.

- #. The following is added as Contract section E. **New Sub-Section Number.:**
- E.#. Contractor Name. All references to "**Original Legal Entity Name**" shall be deleted and replaced with "**New Legal Entity Name**."

EFFECTIVE DATE

The effective date of an amendment should permit enough time to accommodate the approval process. Retroactive amendments (i.e., effective date earlier than the date when the amendment was submitted for Edison approval routing) are disfavored and may NOT be approved.

SIGNATURES

Draft the amendment so that the signature section immediately follows the previous section text separated by ONLY one blank line. Do NOT insert an arbitrary page break prior to the signature section. The Contractor's signature must be acquired prior to any signature on behalf of the State.



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31158	Edison ID 38102	Contract #	Amendment # 3		
Contractor Legal Entity Name Centurion of Tennessee			Edison Vendor ID 166648		
Amendment Purpose & Effect(s) Extend the contract term an additional six months and increase maximum liability accordingly					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: August 31, 2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 19,356,268.50		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	73,365,900.00				73,365,900.00
2015	91,767,700.00				91,767,700.00
2016	90,197,100.00				90,197,100.00
2017	73,287,160.34				73,287,160.34
TOTAL:	328,617,806.34				328,617,806.34
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 3
OF CONTRACT 38102**

This Amendment is made and entered by and between the State of Tennessee, **Department of Correction**, hereinafter referred to as the "State" and **Centurion of Tennessee**, 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.22**.

A.22. DIRECT SECURE MESSAGING

- a) If reports, spreadsheets or other documents, prepared by the Contractor, include Patient Health Information (PHI), the Contractor is required to use DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP) to transport those documents to the Procuring State Agency Staff.
- b) If the Contractor subcontracts services to external mental health providers and PHI is transported from these external mental health providers to the Contractor or PHI is transported from external mental health providers to the Procuring State Agency, the PHI shall be transported via DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP).
- c) The State will provide DIRECT Secure e-mail to all necessary Contractor employees at no cost to the Contractor for the remainder of the contract term beginning when this amendment goes into effect. The State will work with the Contractor to provide a smooth transition concerning DIRECT Secure e-mail in the event that a different Contractor is determined the best evaluated proposer and awarded a contract under the RFP for inmate health services currently underway.

2. Contract section **B** is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Contract shall be effective on **September 1, 2013** ("Effective Date") and extend for a period of **forty-eight (48) 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.

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

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Three Hundred Twenty-Eight Million, Six Hundred Seventeen Thousand, Eight Hundred Six Dollars and Thirty-Four Cents (\$328,617,806.34)** ("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.

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

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

- a. The Contractor’s compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the average daily population (in-house count at 10:30 p. m. plus inmates temporarily out to medical) times the number of days in the month times the blended per diem rate. As expansions to the individual facilities increase the operating capacities, the blended per diem rate will be recalculated based upon the new operating capacities subject to fully executed amendments to the contract.

Cost Item Service Description	Amount (per compensable increment)			
	Year 1 September 1 - August 31, 2014	Year 2 September 1 - August 31, 2015	Year 3 September 1 - August 31, 2016	Year 4 September 1 - August 31, 2017
Blended Per Diem Rate Per Inmate	\$11.07	\$11.16	10.85	11.03

- c. The Contractor shall reimburse the State fifty percent (50%) of the cost of all antiretroviral medications prescribed by physician or mid-level providers for the treatment of Hepatitis-C (HCV) and HIV/AIDS (see Section A.4.e.6.).
- d. When a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds fifty thousand dollars (\$50,000), the State will reimburse the Contractor for 75% of the cost of the hospitalization in excess of fifty thousand dollars (\$50,000). These costs do not include the four thousand dollar (\$4,000) amount described in Section A.7.d. of this contract paid by the privately managed facilities. Cost sharing shall be based on actual costs paid by the Contractor – not “billed charges.” The Contractor is responsible for negotiating the lowest rate possible to benefit both the Contractor and the State.
- e. Should employees decline the Contractor’s job offer and remain state employees, the amount billed to TDOC per month will be reduced by 140% of those employee’s salaries as listed in **ATTACHMENT FIVE**. This reflects employee’s base salary plus estimated benefits.

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

Amendment Effective Date. The revisions set forth herein shall be effective **March 1, 2017**. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Centurion of Tennessee LLC:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

Tennessee Department of Correction:

Tony Parker, Commissioner

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31158	Edison ID 38102	Contract #	Amendment # 2		
Contractor Legal Entity Name Centurion of Tennessee			Edison Vendor ID 166648		
Amendment Purpose & Effect(s) Extend contract term an additional six months and increase maximum liability accordingly					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: Feb. 28, 2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 38,712,537.84		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	73,365,900.00				73,365,900.00
2015	91,767,700.00				91,767,700.00
2016	90,197,100.00				90,197,100.00
2017	53,930,837.84				53,930,837.84
TOTAL:	309,261,537.84				309,261,537.84
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE		
					
Speed Chart (optional)		Account Code (optional)			



**AMENDMENT 2
OF CONTRACT 38102**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Centurion of Tennessee 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 September 1, 2013 ("Effective Date") and extend for a period of forty-two (42) 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 section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Nine million, Two Hundred Sixty-One Thousand, Five Hundred Thirty-Seven Dollars and Eighty-Four Cents (\$309,261,537.84) ("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.

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

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

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the average daily population (in-house count at 10:30 p.m. plus inmates temporarily out to medical) times the number of days in the month times the blended per diem rate. As expansions to the individual facilities increase the operating capacities, the blended per diem rate will be recalculated based upon the new operating capacities subject to fully executed amendments to the contract.

Cost Item Service Description	Amount (per compensable increment)			
	Year 1 September 1 - August 31, 2014	Year 2 September 1 - August 31, 2015	Year 3 September 1 - August 31, 2016	Year 4 September 1 - Feb 28, 2017
Blended Per Diem Rate Per Inmate	\$11.07	\$11.16	10.85	11.05

c. The Contractor shall reimburse the State fifty percent (50%) of the cost of all antiretroviral medications prescribed by physician or mid-level providers for the treatment of Hepatitis-C (HCV) and HIV/AIDS (see Section A.4.e.6.).



- d. When a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds fifty thousand dollars (\$50,000), the State will reimburse the Contractor for 75% of the cost of the hospitalization in excess of fifty thousand dollars (\$50,000). These costs do not include the four thousand dollar (\$4,000) amount described in Section A.7.d. of this contract paid by the privately managed facilities. Cost sharing shall be based on actual costs paid by the Contractor – not "billed charges." The Contractor is responsible for negotiating the lowest rate possible to benefit both the Contractor and the State.
- e. Should employees decline the Contractor's job offer and remain state employees, the amount billed to TDOC per month will be reduced by 140% of those employee's salaries as listed in **ATTACHMENT FIVE**. This reflects employee's base salary plus estimated benefits.

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 September 1, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Centurion of Tennessee:

8/29/16

SIGNATURE

DATE

Steven H. Wheeler, CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

Tennessee Department of Correction:

8/29/16

Tony Parker, Commissioner

DATE



ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	38102
CONTRACTOR LEGAL ENTITY NAME:	Centurion of Tennessee
EDISON VENDOR IDENTIFICATION NUMBER:	166648

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.

Steven H. Wheeler, CEO

PRINTED NAME AND TITLE OF SIGNATORY

8/29/2016

DATE OF ATTESTATION

**AMENDMENT One
OF CONTRACT 38012**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Centurion of Tennessee 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.2.a. is deleted in its entirety and replaced with the following:

A.2.a. Services to be provided under this agreement include but are not limited to primary care, specialty care, dental, emergency care, hospitalization, coordination of pharmaceutical services with the pharmacy vendor, staffing (**refer to Attachment Four**), and program support services at all ten (10) State institutions.

1. Lois M. DeBerry Special Needs Facility (DSNF) – Non Comprehensive Site
2. Mark H. Luttrell Correctional Center (MLCC)
3. Morgan County Correctional Complex (MCCX)
4. Northeast Correctional Complex (NECX)
5. Northwest Correctional Complex (NWCX)
6. Riverbend Maximum Security Institution (RMSI)
7. Bledsoe County Correctional Complex (BCCX)
Site 1 - Southeastern Tennessee State Regional Correctional Facility (STSRCF),
and Site 2 – Bledsoe County Facility
8. Tennessee Prison For Women (TPW)
9. Turney Center Industrial Complex & Annex (TCIX) – (Site 1-Hickman County, and Site 2-Wayne County)
10. West Tennessee State Penitentiary (WTSP)

2. Contract Attachment 4 is deleted in its entirety and replaced with the new Attachment Four attached hereto.

3. Contract section A.2.b. is deleted in its entirety and replaced with the following:

The Contractor shall have comprehensive health services responsibility at all institutions except the Lois M. DeBerry Special Needs Facility (DSNF). References herein are only to the comprehensive sites. The Contractor *may* move vacant or filled positions in the existing staffing pattern to the Lois DeBerry Special Needs Facility (DSNF) as needed.

All services rendered or required pursuant to this contract shall conform to the following standards:

1. All health care services provided must be deemed medically necessary, and at minimum, meet the generally accepted standards of medical care.
2. All care provided shall be constitutionally adequate and designed to meet current accreditation standards promulgated by the American Correctional Association.
3. All health care must also conform with any applicable federal, state and local laws, court decisions, court orders, consent agreements, and Tennessee Department of Correction

(TDOC) policies, whether currently existing or as may be enacted, rendered, issued or amended during the term of the contract.

4. Every effort will be made to utilize on-site services, including telemedicine, before using community based hospitals or facilities.
 5. Contractor will establish a utilization management process for review and approval.
 6. 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.
 7. TDOC retains the right to alter the staffing plan as part of ongoing improvement efforts. Any reductions in employees will result in a reduction in the payments under the contract by the amount listed in the 120% column in **Attachment Five** for the affected employees. Additions to the staffing plan will result in an increase in payments equal to the average of the 120% columns for similar employees at the affected institution.
 8. The Contractor is not responsible for the health care of any inmate physically housed in any privately operated facility.
4. Contract section A.5.b. is deleted in its entirety and replaced with the following:
- A.5.b. Nursing Coverage. The Contractor shall provide on-site 24-hours per day/ seven days/ week (24/7) nursing coverage as specified in the approved institutional staffing plans. Nursing shall include any required RN, LPN, and CNT staffing of mental health units at RMSI, TPW, WTSP, and MCCX. The contractor will provide on-site 24 hours per day/seven days per week nursing coverage at the comprehensive sites according to the contract staffing pattern.
5. Contract section A.7.d is deleted in its entirety and replaced with the following:
- A.7.d. Privately Managed Facilities. The Contractor shall assume responsibility for the coordination, provision and cost of inpatient hospitalization of inmates housed at the four (4) privately managed facilities after the cost exceeds four thousand dollars (\$4,000) for a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge. The first four thousand dollars (\$4,000) of a single hospitalization is the responsibility of the privately managed facility. Transfers from a local hospital to another local hospital, or to the secure unit is considered one hospitalization. The privately managed facilities are South Central Correctional Facility (SCCF), Hardeman County Correctional Facility (HCCF), Trousdale Turner Correctional Facility, and Whiteville Correctional Facility (WCFA). These facilities are responsible for notifying the Contractor of all hospital admissions as soon as an inmate is transferred to a hospital not to exceed 24 hours of admission. The State will be the final authority in any dispute between the Contractor and the privately managed facilities. The information about the area of disagreement will be sent directly to the TDOC Medical Director. The information should include a synopsis of the issue, documentation of facts demonstrating the area of dispute and a clearly defined requested resolution.
6. Contract section C.3. is deleted in its entirety and replaced with the following:
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the average daily population (in-house count at 10:30 p.m. plus inmates temporarily out to medical) times the number of days in the month times the blended per diem rate. As expansions to the individual facilities increase the operating capacities, the blended per diem rate will be recalculated based upon the new operating capacities subject to fully executed amendments to the contract.

Cost Item Service Description	Amount (per compensable increment)		
	Year 1 September 1 - August 31, 2014	Year 2 September 1 - August 31, 2015	Year 3 September 1 - August 31, 2016
Blended Per Diem Rate Per Inmate	\$11.07	\$11.16	10.85

- c. The Contractor shall reimburse the State fifty percent (50%) of the cost of all antiretroviral medications prescribed by physician or mid-level providers for the treatment of Hepatitis-C (HCV) and HIV/AIDS (see Section A.4.e.6.).
- d. When a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds fifty thousand dollars (\$50,000), the State will reimburse the Contractor for 75% of the cost of the hospitalization in excess of fifty thousand dollars (\$50,000). These costs do not include the four thousand dollar (\$4,000) amount described in Section A.7.d. of this contract paid by the privately managed facilities. Cost sharing shall be based on actual costs paid by the Contractor – not "billed charges." The Contractor is responsible for negotiating the lowest rate possible to benefit both the Contractor and the State.
- e. Should employees decline the Contractor's job offer and remain state employees, the amount billed to TDOC per month will be reduced by 140% of those employee's salaries as listed in **ATTACHMENT FIVE**. This reflects employee's base salary plus estimated benefits.

7. Contract Attachment 6.8 is deleted in its entirety and replaced with the new attachment 6.8 attached hereto.

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 Jan. 1, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Centurion of Tennessee LLC:

[Handwritten signature]

12/10/2015

SIGNATURE

DATE

Steven H. Wheeler, Chief Executive Officer

PRINTED NAME AND TITLE OF SIGNATORY (above)

Tennessee Department of Correction:

Derrick D. Schofield, Commissioner

29 DEC 15

Derrick D. Schofield, Commissioner

DATE

MINIMUM STAFFING REQUIREMENTS

STAFFING PLAN FORMAT

RFP No. 32901-31158

The Proposer shall include a proposed staffing plan (position title and full-time equivalent (FTE) that will be assigned to work on-site at each designated institution. Adequate relief time should be built into the proposed staffing plans to ensure coverage during orientation/ training, leave, and holidays. At any time, the Contractor may request written approval from the State to adjust any facility's staffing plan as necessary to better meet the clinical operational obligations of the health delivery system.

The contractor should understand that it is the intent of TDOC to minimize emergency room transportation outside of institutions to only those cases which require a higher level of treatment than can reasonably be provided within the institutions. Staffing plans should include not only the minimum staffing noted herein but should also include staffing to assure 24 hr., 7 day per week coverage to provide for on-site evaluation prior to transport. The use of technology such as telemedicine is acceptable.

INSTITUTION	PAGE
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**ATTACHMENT FOUR
MINIMUM STAFFING REQUIREMENTS
ATTACHMENT FOUR
MINIMUM STAFFING REQUIREMENTS (continued)**

Lois M. DeBerry Special Needs Facility (DSNF)

Operational Capacity:
Sheltered Living Unit
On-site Specialty Clinics*
II Custody Levels

736 Medical Transit Unit
Extended Care Health Center
4 Isolation Rooms
Rehab Unit

The Proposer shall include all FTEs necessary to provide an on-site primary care physician, dentistry services, and specialty clinics.

DSNF	TITLE	Hours Sun	Hours Mon	Hours Tues	Hours Wed	Hours Thur	Hours Fri	Hours Sat	Total Hours	FTE
	Medical Director		8	8	8	8	8		40	1.00
	Case Manager		8	8	8	8	8		40	1.00
	Physicians		24	24	24	24	24		120	3.00
	Dentist		8	8	8	8	8		40	1.00
	Dental Assistant		8	8	8	8	8		40	1.00
	*PA/APN		8	8	8	8	8		40	1.00
	Registered Dietitian		8	8	8	8	8		40	1.00
	Administrative secretary		8	8	8	8	8		40	1.00
	Unit clerical staff+		32	32	32	32	32		160	4.00

* PA/APN scheduling is flexible to provide needed coverage to minimize emergency travel outside of institution during evening, nights and weekends

+ Unit clerical staff – recommended assignment: 1 FTE for Skill 1 & admin; 1 FTE for skills 2&3

***Specialty Clinics**

Audiometric	3 hours per month	Oral Surgeon	4 hours per month
Cardiology	16 hours per month	Orthopedics	6 hours per month
ENTCNT	4 hours per month	Podiatry	8 hours per month
GI	4 hours per month	PT	6 hours per month
GSG	10 hours per month	PT Asst (certified)	12 hours per month
Inf. Disease	12 hours per month		
Mobile CT	10 hours per month	Surgery	6 hours per month (minor procedures)
Mobile MRI	10 hours per month	Ultrasound	(2) 4 hour days per month (8 hrs.)
Nephrology	4 hours per month	Urology	4 hours per month
Oncology	8 hours per month		
Oncology Treatment Nurse	8 hours per week		
Optometry	40 hours per month		

Times for clinics may require adjustment based on changes in demand.

ATTACHMENT FOUR
MINIMUM STAFFING REQUIREMENTS (continued)

Morgan County Correctional Complex (MCCX)

Operational Capacity: 2,417
 Reception Center
 Annex
 Boot Camp Program
 12-Bed Infirmary (Including 2 Negative Pressure Rooms)
 4 Clinic Examination Rooms; Special Procedures Room; Emergency Room
 All Custody Levels

The Proposer shall include all FTEs necessary to provide an on-site primary care physician, dentistry services, optometry, and x-ray technician at the main compound and annex.

MCCX	TITLE	Hours	TOTAL	TOTAL						
		Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTE
	Medical Director		8	8	8	8	8		40	1.00
	Physician		8	8	8	8	8		40	1.00
	Dentist		16	16	16	16	16		80	2.00
	Dental Asst.		16	16	16	16	16		80	2.00
	Dental Hygienist (flexible)		8	8					16	0.40
	Optometrist (28 hrs./ mo.)								7	.18
	*PAJAPN		24	24	24	24	24		120	3.00
	MH RN day shift	16	16	16	16	16	16	16	112	2.80
	MH RN evening shift	16	16	16	16	16	16	16	112	2.80
	MH RN night shift	8	8	8	8	8	8	8	56	1.40
	MH LPN day shift	24	24	24	24	24	24	24	168	4.20
	MH LPN evening shift	24	24	24	24	24	24	24	168	4.20
	MH LPN night shift	8	8	8	8	8	8	8	56	1.40
	Case Manager		8	8	8	8	8		40	1.00
	Medical Secretary		8	8	8	8	8		40	1.00
	Health Service Administrator		8	8	8	8	8		40	1.00
	Admin Asst.		8	8	8	8	8		40	1.00
	RN Director of Nursing		8	8	8	8	8		40	1.00
	RN - Inf Control Door		8	8	8	8	8		40	1.00
	RN - CQI Coor		8	8	8	8	8		40	1.00
	Days									
	RN	24	48	48	48	48	48	24	288	7.20
	LPN	24	40	40	40	40	40	24	248	6.20
	LPN - Pharmacy	8	8	8	8	8	8	8	56	1.40
	CNT	8	16	16	16	16	16	8	96	2.40
	Medical Records Clerk	8	16	16	16	16	16	8	96	2.40
	Evenings									
	RN	24	32	32	32	32	32	24	208	5.20
	LPN	24	32	32	32	32	32	24	208	5.20
	LPN - Pharmacy	16	16	16	16	16	16	16	112	2.80
	CNT	8	8	8	8	8	8	8	56	1.40
	Medical Records Clerk	8	16	16	16	16	16	8	96	2.40
	Nights									
	RN	16	16	16	16	16	16	16	112	2.80
	LPN	16	16	16	16	16	16	16	112	2.80
	CNT	8	8	8	8	8	8	8	56	1.40
	Medical Records Clerk		8	8	8	8	8		40	1.00

ATTACHMENT FOUR
MINIMUM STAFFING REQUIREMENTS (continued)

Morgan County Correctional Complex (MCCX) (continued)

Assistance living facility staff will come on-board as warranted by the availability of living quarters.

MCCX	TITLE	Hours	TOTAL	TOTAL						
		Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTE
	RN Charge		8	8	8	8	8	8	56	1.40
	LPN (1) 1 st Shift		16	16	16	16	16	16	112	2.80
	CNT (4) all shifts		96	96	96	96	96	96	672	16.8
	Medical Records Clerk		8	8	8	8	8		40	1.00

ATTACHMENT FOUR
MINIMUM STAFFING REQUIREMENTS (continued)

Mark H. Luttrell Correctional Center (MLCC)

Operational Capacity: 436
Female Facility
Annex
2 Clinic Examination Rooms
2-Bed Infirmary

The Proposer shall include all FTEs necessary to provide an on-site primary care physician, dentistry services, optometry, and gynecologist services. *When a holiday occurs on a Monday, the Medical Director, Dentist and x-ray technician will substitute another weekday for the holiday to assure a consistent level of care is available each week. This exchange will be scheduled at least two weeks prior to occurrence.

MLCC Women's	TITLE	Sun	Mon	Tues	Wed	Thur	Fri	Sat	TOTAL	TOTAL
									Hours	FTEs
Days	Medical Director		8*	8			8		24	0.60
	OBGYN				8	8			16	0.40
	Dentist		8*	8		8			24	0.60
	Optometrist (8hrs/mo.)								2	0.05
	Health Service Administrator		8	8	8	8	8		40	1.00
	PA/APN		8	8	8	8	8		40	1.00
	DON - RN		8	8	8	8	8		40	1.00
	RN	8	8	8	8	8	8	8	56	1.40
	RN CQI		8	8	8	8	8		40	1.00
	LPN	16	16	16	16	16	16	16	112	2.80
	LPN-Pharm.	8	8	8	8	8	8	8	56	1.40
	Dental Asst.		8	8			8		24	0.60
	Secretary		8	8	8	8	8		40	1.00
	Evenings	Medical Records Clerk	8	8	8	8	8	8	8	56
RN Charge		8	8	8	8	8	8	8	56	1.40
LPN		16	16	16	16	16	16	16	112	2.80
LPN - Pharmacy		8	8	8	8	8	8	8	56	1.40
Nights	Medical Records Clerk		8	8	8	8	8		40	1.00
	RN Charge	8	8	8	8	8	8	8	56	1.40
	LPN	8	8	8	8	8	8	8	56	1.40
	LPN/Pharm. Tech	8	8	8	8	8	8	8	56	1.40
	Medical Records Clerk		8	8	8	8	8		40	1.00

ATTACHMENT FOUR
MINIMUM STAFFING REQUIREMENTS (continued)

Northeast Correctional Complex (NECX)

Operational Capacity: 1,819

Annex (Carter County)

Time Building Institution 3 Clinic Examination Rooms 10-Bed Infirmary All Custody Levels

The Proposer shall include all FTEs necessary to provide an on-site primary care physician, dentistry services, and optometry.

NECX	TITLE	Hours	TOTAL	TOTAL						
		Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	Administrative /Misc.									
	Health Service Administrator		8	8	8	8	8		40	1.00
	Medical Director		8	8	8	8	8		40	1.00
	Dentist		8	8	8	8	8		40	1.00
	Optometrist (20 hrs./ mo.)								5	0.13
	PA/APN		16	16	16	16	16		80	2.00
	Administrative Secretary		8	8	8	8	8		40	1.00
	Days									
	RN – DON		8	8	8	8	8		40	1.00
	RN	16	16	16	16	16	16	16	112	2.80
	RN Carter County	8	8	8	8	8	8	8	56	1.40
	LPN Carter County		8	8	8	8	8		40	1.00
	LPN	24	32	32	32	32	32	24	208	5.20
	RN CQI		8	8	8	8	8		40	1.00
	RN Infection Control		8	8	8	8	8		40	1.00
	Case manager		8	8	8	8	8		40	1.00
	Secretary		8	8	8	8	8		40	1.00
	LPN/Pharmacy Tech	16	16	16	16	16	16	16	112	2.80
	Dental Asst		8	8	8	8	8		40	1.00
	CNT		8	8	8	8	8		40	1.00
	Medical Records Clerk	8	16	16	16	16	16	8	56	1.40
	Evenings									
	RN – Charge	8	8	8	8	8	8	8	56	1.40
	RN	8	8	8	8	8	8	8	56	1.40
	RN Carter County	8	8	8	8	8	8	8	56	1.40
	LPN	24	24	24	24	24	24	24	168	4.20
	LPN/Pharmacy Tech	16	16	16	16	16	16	16	112	2.80
	CNT		8	8	8	8	8		40	1.00
	Medical Records Clerk	8	8	8	8	8	8	8	56	1.40
	Nights									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	RN	8	8	8	8	8	8	8	56	1.40
	LPN	16	16	16	16	16	16	16	112	2.80
	Medical Records Clerk		8	8	8	8	8		40	1.00

LPN	16	16	16	16	16	16	16	112	2.40
Medical Records Clerk		8	8	8	8	8		40	1.00

**ATTACHMENT FOUR
MINIMUM STAFFING REQUIREMENTS (continued)**

Turney Center Industrial Complex (TCIX) Site 1, and Site 2- Comprehensive Clinical Staffing

Operational Capacity: 1,541
 Time Building Institution
 1 On-Site Annex; 1 Off-Site Annex (TCIX- Site 2)
 2 Clinic Examination Rooms
 2-Bed Infirmary
 Medium Custody Levels

The Proposer shall include all FTEs necessary to provide an on-site primary care physician and mid-level services, 24/7 RN coverage, dentistry, clerical/ medical records support optometry, and all ancillary support at both the main facility as well as the annex.

TCIX- SITE 1 LOCATED IN HICKMAN COUNTY, ONLY, TN		Hours	TOTAL	TOTAL						
	TITLE	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	<u>Administrative/Misc</u>									
	Health Administrator		8	8	8	8	8		40	1.00
	Director of Nursing		8	8	8	8	8		40	1.00
	Medical Director		8	8	8	8	8		40	1.00
	PA/NP		8	8	8	8	8		40	1.00
	Administrative Assistant		8	8	8	8	8		40	1.00
	Dentist		8	8	8	8	8		40	1.00
	Dental Assistant		8	8	8	8	8		40	1.00
	Optometrist (16 hrs./ mo.)								4	0.10
	<u>Days</u>									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	RN	8	8	8	8	8	8	8	56	1.40
	RN CQI		8	8	8	8	8		40	1.00
	RN Infection Control Coord.		8	8	8	8	8		40	1.00
	LPN	16	24	24	24	24	24	16	152	3.80
	LPN/Pharmacy Tech	8	8	8	8	8	8	8	56	1.40
	Medical Records Clerk		16	16	16	16	16		80	2.00
	<u>Evenings</u>									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	LPN	16	16	16	16	16	16	16	112	2.80
	Medical Records Clerk		8	8	8	8	8		40	1.00
	LPN/Pharmacy Tech		8	8	8	8	8		40	1.00
	<u>Nights</u>									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	LPN	16	16	16	16	16	16	16	112	2.80
	Medical Records Clerk		8	8	8	8	8		40	1.00

ATTACHMENT FOUR
MINIMUM STAFFING REQUIREMENTS (continued)

Turney Center Industrial Complex cont... Site 2- Comprehensive Clinical Staffing

Operational Capacity: 450
1 Clinic Examination Room

The Proposer shall include all FTEs necessary to provide an on-site primary care physician, dentistry services, and optometry. The TCIX Health Administrator is responsible for oversight of operations at both Site 1 and Site 2.

TCIX – SITE 2 LOCATED IN WAYNE COUNTY, CLIFTON, TN		Hours	TOTAL	TOTAL						
	TITLE	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	<u>Administrative/ Misc.</u>									
	Nurse Administrator		8	8	8	8	8		40	1.00
	PA/APN		8	8	8	8	8		40	1.0
	Dentist		8		8		8		24	0.60
	Dental Assistant		8		8		8		24	0.60
	Optometrist (8 hrs./mo.)								2	0.05
	RN Infection Control Coord.		8	8	8	8	8		40	1.00
	Secretary		8	8	8	8	8		40	1.00
	<u>Days</u>									
	RN Charge	8	8	8	8	8	8	8	56	1.40
	LPN	16	16	16	16	16	16	16	112	2.80
	Medical Records Clerk		8	8	8	8	8		40	1.00
	<u>Evenings</u>									
	RN	8	8	8	8	8	8	8	56	1.40
	LPN	8	8	8	8	8	8	8	56	1.40
	Medical Records Clerk		8	8	8	8	8		40	1.00
	<u>Nights</u>									
	RN	8	8	8	8	8	8	8	56	1.40

Physician time is provided via Telemedicine. Time will vary based upon clinical needs and midlevel record review activity. Population will increase by 200.

ATTACHMENT FOUR
MINIMUM STAFFING REQUIREMENTS (continued)

Tennessee Prison for Women (TPW)- Comprehensive Clinical Staffing

Operational Capacity: 744	Reception Center	Female Specialty Clinics
Annex	3 Clinic Examination Rooms	10-Bed Infirmary
2 Negative Pressure Rooms	All Custody Levels	

The Proposer shall include all FTEs necessary to provide an on-site primary care physician and mid-level services, 24/7 RN coverage, dentistry, clerical/ medical records support, optometry, and all ancillary support at both the main facility as well as the annex.

TPW		Hours	TOTAL	TOTAL						
	TITLE	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs
	Administrative/Misc									
	Health Administrator		8	8	8	8	8		40	1.00
	Director of Nursing		8	8	8	8	8		40	1.00
	Medical Director		8	8	8	8	8		40	1.00
	OB/GYN Physician		8		8		8		24	0.60
	PA/NP		16	16	16	16	16		80	2.00
	RN IC Coordinator		8	8	8	8	8		40	1.00
	RN CQI Coordinator		8	8	8	8	8		40	1.00
	Administrative Assistant		8	8	8	8	8		40	1.00
	Dentist		8	8	8	8	8		40	1.00
	Dental Assistant		8	8	8	8	8		40	1.00
	Optometrist (16 hrs./ mo.)								4	0.10
Days	RN Charge	8	8	8	8	8	8	8	56	1.40
	RN	16	16	16	16	16	16	16	112	2.80
	LPN	24	24	24	24	24	24	24	168	4.20
	CNA/ CNT	8	8	8	8	8	8	8	56	1.40
	LPN/Pharmacy Tech	16	16	16	16	16	16	16	112	2.80
	MH RN	8	8	8	8	8	8	8	56	1.40
	MH LPN	16	16	16	16	16	16	16	112	2.80
	Clinical Clerical Asst		8	8	8	8	8		40	1.00
	Medical Records Clerks	8	16	16	16	16	16	8	96	2.40
	Case Manager		8	8	8	8	8		40	1.00
Evening	RN Charge	8	8	8	8	8	8	8	56	1.40
	RN	8	8	8	8	8	8	8	56	1.40
	LPN	16	16	16	16	16	16	16	112	2.80
	LPN/Pharmacy Tech	8	8	8	8	8	8	8	56	1.40
	CNA/ CNT	8	8	8	8	8	8	8	56	1.40
	Medical Record Clerk	8	16	16	16	16	16	8	96	2.40
	MH RN	8	8	8	8	8	8	8	56	1.40
	MH LPN	16	16	16	16	16	16	16	112	2.80
	RN Charge/	8	8	8	8	8	8	8	56	1.40
	Medical Records Clerk		8	8	8	8	8	8	40	1.00
Night	LPN	16	16	16	16	16	16	16	112	2.80
	MH RN	8	8	8	8	8	8	8	56	1.40
	MH LPN	8	8	8	8	8	8	8	56	2.80
	PA/APN Chattanooga								4 hrs weekly & prn	

TPW serves as the state wide hub site for treatment of women with serious medical and mentally ill inmates. This institution is the institution of record for women housed in the Transition Center in Chattanooga, TN. There are currently 30 transitional beds in this center. The Contractor should arrange for on-call medical coverage either by a Physician or Advanced Practice nurse to assess inmates as needed to avoid unnecessary travel to a local emergency room or the need to transport inmates back to Tennessee Prison for Women evaluation.

ATTACHMENT FOUR
MINIMUM STAFFING REQUIREMENTS (continued)

West Tennessee State Penitentiary (WTSP)

Operational Capacity: 2,505
Reception Center
3 Sites
Time Building Institution
6 Clinic Examination Rooms
20-Bed Infirmary

The Proposer shall include all FTEs necessary to provide an on-site primary care physician, dentistry services, and optometry.

WTSP	TITLE	Hours	TOTAL	TOTAL							
		Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hours	FTEs	
	Administrative /Misc										
	Medical Director		8	8	8	8	8		40	1.00	
	Physician		8	8	8	8	8		40	1.00	
	Dentist		16	16	16	16	16		80	2.00	
	Dental Assistant		16	16	16	16	16		80	2.0	
	Optometrist (32 hrs. / mo.)								8	0.20	
	Health Service Admin		8	8	8	8	8		40	1.00	
	Administrative Asst.		8	8	8	8	8		40	1.00	
	Medical Secretary		8	8	8	8	8		40	1.00	
	DON		8	8	8	8	8		40	1.00	
	RN -Inf. Cont. Coord.		8	8	8	8	8		40	1.00	
	RN - CQI Coord.		8	8	8	8	8		40	1.00	
	PA/APN		24	24	24	24	24		120	3.00	
	Case Manager		8	8	8	8	8		40	1.00	
	Days										
	RN	24	48	48	48	48	48	24	288	7.20	
	LPN	24	40	40	40	40	40	24	248	6.20	
	LPN/Pharmacy Tech	8	16	16	16	16	16	8	96	2.40	
	CNT	8	16	16	16	16	16	8	96	2.40	
	MH RN day shift	16	16	16	16	16	16	16	112	2.80	
	MH LPN's day shift	16	16	16	16	16	16	16	112	2.80	
	Medical Records Clerk	8	16	16	16	16	16	8	96	2.40	
	Evenings										
	RN	24	32	32	32	32	32	24	208	5.20	
	LPN	24	32	32	32	32	32	24	208	5.20	
	LPN/Pharmacy Tech	8	8	8	8	8	8	8	56	1.40	
	CNT	8	8	8	8	8	8	8	56	1.40	
	MH RN's evening shift	16	16	16	16	16	16	16	112	2.80	
	MH LPN's evening shift	16	16	16	16	16	16	16	112	2.80	
	Medical Records Clerk	8	16	16	16	16	16	8	96	2.40	
	Nights										
	RN	16	16	16	16	16	16	16	112	2.80	
	LPN	16	24	24	24	24	24	16	152	3.80	
	CNT	8	8	8	8	8	8	8	56	1.40	
	MH RN's night shift	8	8	8	8	8	8	8	56	1.40	
	MH LPN,s night shift	16	16	16	16	16	16	16	112	2.80	
	Medical Records Clerk		8	8	8	8	8	8	40	1.00	

WTSP is a maximum security unit, level III Mental Health Unit, three clinic areas, and will have an active infirmary



CONTRACT

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

Begin Date September 1, 2013	End Date August 31, 2016	Agency Tracking # 32901-31158	Edison Record ID
Contractor Legal Entity Name Centurion of Tennessee, LLC			Edison Vendor ID 166648

Service Caption (one line only)
Health Services

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #
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Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$73,365,900.00				\$73,365,900.00
2015	\$91,767,700.00				\$91,767,700.00
2016	\$90,197,100.00				\$90,197,100.00
2017	\$15,218,300.00				\$15,218,300.00
TOTAL:	\$270,549,000.00				\$270,549,000.00

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

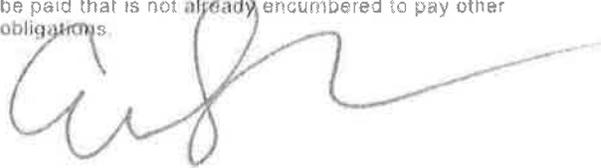
Ownership/Control

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

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

<input checked="" type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."

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



OCR USE - FA

Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
CENTURION OF TENNESSEE, LLC**

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

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Nashville, TN
Contractor Edison Registration ID # 166648

A. SCOPE OF SERVICES:

- A.1.** The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

The contractor understands and accepts the TDOC Medical Director or designee as the final medical authority for clinical services provided under the terms of this Contract.

The Scope of Services in this Contract are mandatory and must be provided at State facilities, unless otherwise specified. The State shall be the final authority in matters of disagreement between the Contractor and the TDOC over the provision of these services.

- A.2.a.** Services to be provided under this agreement include but are not limited to primary care, specialty care, dental, emergency care, hospitalization, coordination of pharmaceutical services with the pharmacy vendor, staffing (refer to **Attachment Four**), and program support services at all eleven (11) State institutions.

1. Charles B. Bass Correctional Complex (CBCX)
2. Lois M. DeBerry Special Needs Facility (DSNF) – Non Comprehensive Site
3. Mark H. Luttrell Correctional Center (MLCC)
4. Morgan County Correctional Complex (MCCX)
5. Northeast Correctional Complex (NECX)
6. Northwest Correctional Complex (NWCX)
7. Riverbend Maximum Security Institution (RMSI)
8. Bledsoe County Correctional Complex (BCCX)
Site 1 - Southeastern Tennessee State Regional Correctional Facility (STSRCF),
and Site 2 – Bledsoe County Facility
9. Tennessee Prison For Women (TPW)
10. Turney Center Industrial Complex & Annex (TCIX) – (Site 1-Hickman County, and Site 2-Wayne County)
11. West Tennessee State Penitentiary (WTSP)

- b.** The Contractor shall have comprehensive health services responsibility at all institutions except the Lois M. DeBerry Special Needs Facility (DSNF). References herein are only to the comprehensive facilities.



All services rendered or required pursuant to this contract shall conform to the following standards:

1. All health care services provided must be deemed medically necessary, and at minimum, meet the generally accepted standards of medical care.
2. All care provided shall be constitutionally adequate and designed to meet current accreditation standards promulgated by the American Correctional Association.
3. All health care must also conform with any applicable federal, state and local laws, court decisions, court orders, consent agreements, and Tennessee Department of Correction (TDOC) policies, whether currently existing or as may be enacted, rendered, issued or amended during the term of the contract.
4. Every effort will be made to utilize on-site services, including telemedicine, before using community based hospitals or facilities.
5. Contractor will establish a utilization management process for review and approval.
6. 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.
7. TDOC retains the right to alter the staffing plan as part of ongoing improvement efforts. Any reductions in employees will result in a reduction in the payments under the contract by the amount listed in the 120% column in **Attachment Five** for the affected employees. Additions to the staffing plan will result in an increase in payments equal to the average of the 120% columns for similar employees at the affected institution.
8. The Contractor is not responsible for the health care of any inmate physically housed in any privately operated facility.

A.3. PRIMARY CARE SERVICES.

The Contractor shall provide basic primary care services in conjunction with State-employed personnel. The TDOC policy and procedures stipulate the medical and dental services that shall be provided. A physician licensed in the state of Tennessee shall conduct the services listed below. The Contractor may also use mid-level providers (must have credentials and license as required by State law) in accordance with, and to the extent provided by Tennessee law. The institution's physician shall be available on call 24-hours per day.

- a. Intake History and Physical Examinations. A receiving screening shall be performed by a Diagnostic Consultant (DC) on all inmates immediately upon their arrival at TDOC facilities in accordance with TDOC policy. A health examination must be completed for each new TDOC intake that is not an intra-system transfer, within ten (10) calendar days after arrival at a TDOC institution. Exceptions must be documented with adequate justification (i.e. out to court, hospitalization, etc.) The examination must be comprehensive and clinically indicated including diagnostic studies based upon the age and sex of the inmate to include, but not limited to:
 1. Medical history and clinical exam
 2. Clinical profile and medical classification
 3. Rapid Plasma Reagin (Syphilis) (RPR)
 4. Purified Protein Derivative (PPD) Skin tests and any appropriate further testing
 5. Mouth swabs for DNA testing and finger printing
 6. Complete blood count with differential
 7. Automated blood chemistry profile
 8. Screening for Gonorrhea and Chlamydia



9. Urinalysis (dip stick)
10. For juveniles a clinician will obtain the vaccination history and refer to guidelines published by the Advisory Committee on Immunization Practices (ACIP) to determine which if any immunizations are needed to complete the series. Human Immunodeficiency Virus (HIV) testing will be provided unless refused for inmates under the age of 21.
11. For female inmates:
 - a) Pap Smear
 - b) Pelvic Exam
 - c) Breast Exam
12. Inmates age fifty (50) and older
 - a) Fecal Occult Blood Test (FOBT)
 - b) Chest X-Ray
 - c) EKG
 - d) Prostatic Specific Antigen (PSA) – Male Inmates
13. Females age forty (40) and older: base line mammogram, HIV testing will be mandatory for pregnant inmates or when requested and appropriate.

b. Immunizations.

The following immunizations should be offered periodically in accordance with policy #113.43 and the recommendations of the ACIP published annually by the Centers for Disease Control and Prevention (CDCP):

1. Influenza: H1N1 and seasonal influenza vaccines
2. Pneumococcal vaccine
3. Hepatitis B provided to high risk patients
4. Hepatitis A when clinically indicated
5. Hepatitis vaccination will be provided to inmate workers where there is a high risk of exposure
6. Tetanus vaccination when clinically indicated

c. Other Inmate Evaluations. Other inmate examinations shall be conducted in accordance with applicable TDOC policies and the standards required by this contract, including the following:

1. Food Handler's Permit
2. All other as required.

d. Sick Call. The Contractor in conjunction with TDOC staff shall conduct sick call at least once daily Monday through Friday in accordance with TDOC policy. At the comprehensive facilities, the Contractor shall coordinate the sick call schedule with the warden or designee of each institution. Inmates who come to sick call shall be triaged by an appropriately licensed health professional to include Physician Assistants (PA), Advance Practice Nurses (APN), Registered Nurses (RN), and Licensed Practical Nurses (LPN) when supervised by an onsite RN. Inmates will be referred for medical follow-up as needed. Sick call will be conducted daily Monday through Sunday for inmates housed in segregation units or restricted housing units.



A physician will be on site and available to see sick call referrals a minimum of 3.5 hours per week per 100 inmates (if there are no other providers such as an APN or PA). A physician will be on site at facilities with a physician's assistant/nurse practitioner a minimum of one day each week or as appropriate to fulfill provider staffing ratio. On-call hours may not substitute for the above minimum levels of care. Nurse practitioners and physician assistants may provide a portion of clinical time, as determined by the institutional staffing pattern contained in **ATTACHMENT FOUR** or with a written request by the Contractor to TDOC and the approval of TDOC.

Sick call and clinic visits shall not be deemed complete until all inmates who are scheduled for that day's clinics have been examined or treated. At the comprehensive facilities, the Contractor's staff will comply with the State's policy and procedures for reporting inmate co-payments.

e. Infirmary Care. The Contractor shall utilize institutional infirmaries to their fullest extent consistent with acceptable medical standards and in accordance with TDOC policy. Infirmary capabilities include:

1. Infirmary Bed Use: Every consideration will be given to use of infirmary beds for the purpose of managing inmates in a safe manner with short term medical needs to include, but not limited to:
 - a. Controlled environment evaluations.
 - b. Medical conditions which prevent the inmate from managing activities in general population but do not warrant a transfer to DSNF or TPW.
 - c. Step down post hospitalization care not requiring the level of care provided at DSNF.
 - d. Conditions in which IV fluid therapy for up to a two week period which may include antibiotic administration should be provided at those institutions with dedicated infirmary beds (see below).
 - e. Institutions without infirmaries will arrange medical transfer to an institution with an infirmary.
 - f. Post Emergency Room evaluation before release into general population if clinically indicated.
 - g. Infirmary beds must be able to accommodate the medical and mobility needs of the inmate or a medical transfer to a higher level of care may be indicated.
 - h. Routine wound care.
 - i. Short term orthopedic care.
 - j. Intravenous therapy, Intramuscular therapy or subcutaneous therapy administration of fluids and/or medications.
 - k. Oxygen and/or Continuous Positive Airway Pressure (CPAP).
 - l. Wound care (including vacuum-assisted wound closure) and dressing changes.
 - m. Enteral nutrition.
 - n. Burn, cast and ostomy care.

All inmates requiring infirmary care shall be within sight or sound of staff at all times. The institution's physician shall be available on-call 24 hours per day. A physician/mid-level provider or RN shall make daily rounds in accordance with the Contractor's staffing responsibility. Release from the infirmary is by physician order only. At facilities managed by the Contractor, the Contractor shall ensure that negative airflow isolation rooms will be routinely monitored to ensure appropriate exchanges are maintained, in accordance with TDOC policy and Occupational Safety and Health Administration (OSHA) and Tennessee Occupational Safety and Health Administration (TOSHA) standards.



The Contractor will assess the skills of all professional staff to assure competency to provide required services, and supply as a component of credentialing a privilege list for physicians, physician assistants, and advance practice nurses. Nursing staff will document skills on a skill specific checklist applicable to RN's, LPN's, and CNT's. TDOC may perform competency assessments of clinical professionals to assure required services at all infirmary beds. Infirmary Beds are located at the following facilities:

EAST TENNESSEE

- Northwest Correctional Complex – Eight (8) Infirmary Beds
- Bledsoe County Correctional Complex – 10 Infirmary Beds (two (2) negative pressure rooms)
- Morgan County Correctional Complex – 10 infirmary beds (two (2) negative pressure rooms)

MIDDLE TENNESSEE

- Tennessee Prison For Women – Three (3) double occupancy cells, two (2) single occupancy, 1 negative pressure room. This is the only women's facility with an infirmary.
- Lois M. DeBerry Special Needs Facility – This institution serves as a state-wide referral institution providing the highest level of care for men within TDOC. DSNF provides acute, sub-acute, long term care, and end of life care. It serves as the primary step-down unit for complicated cases for post-hospitalization care for men and has maximum security inpatient beds and two (2) negative pressure cells.
- Riverbend Maximum Security Institution – RMSI has eight (8) infirmary beds and provides infirmary care for Maximum Security Inmates.

WEST TENNESSEE

- Northwest Correctional Complex – Eight (8) infirmary beds.
- West Tennessee State Penitentiary – Eight (8) infirmary beds.

Upon the Request of TDOC, any given facility may provide beds for acute, sub-acute or long term care.

- f. Emergency Services. The Contractor shall have primary responsibility for providing emergency care for inmates, staff, volunteers, and visitors. Emergency care for staff, volunteers, and visitors shall consist of necessary efforts to provide stabilization of the physical status of the individual until emergency services can arrive to assume responsibility of care or coordination of the referral to a personal physician or local hospital. The Contractor shall ensure the availability of emergency treatment through written agreements with local hospitals and ambulance services. The Contractor is responsible for all payment of costs resulting from off-site services required to treat inmates including coordination and fees associated with medi-vac services and airlift when indicated.

The Contractor shall provide ambulance and/or basic life support services when deemed medically necessary by a licensed health care provider. The TDOC shall provide transportation to an outside hospital or other location when a licensed health care professional determines that ambulance services are not necessary.

The Contractor will require training of contract Health Services personnel in emergency response procedures during orientation and annually thereafter. Contactor staff will participate in the institutional emergency response drills.

- g. Chronic Care Clinics. The Contractor shall develop and implement a program for the care of inmates with chronic and infectious diseases, in accordance with TDOC policy



#113.32. The chronic care provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions for diet, medication, diagnostic testing, self-care instructions, disease education and follow-up. The Contractor is responsible for the costs associated with dietary supplements ordered by the attending physician. *Chronic care patients shall be provided a review by a mid-level provider every three months and by a physician or mid-level provider, as determined by clinical indications but no less than every six months. Chronic care conditions shall include but not be limited to chronic respiratory diseases, cardio-vascular disease to include hypertension, diabetes, neurological disorders to include epilepsy, inmates with physical impairments that impact on their ability to function in a correction environment, geriatric care, and terminally ill, and infectious diseases to include HIV, Hepatitis C, and Cardiac Disease. In the event that a specific disorder is identified that impacts the TDOC inmate population, TDOC reserves the right to require an addition to the list of dedicated disease specific clinics.

- h. Dental Services. The Contractor shall be responsible for the coordination, provision, and costs of all dentistry using licensed, certified and trained staff as appropriate for the services rendered according to TDOC Policy #113.60. This responsibility includes but is not limited to intake screenings and oral hygiene instructions, comprehensive examinations, cleanings, sick call, emergency care for the relief of pain, assessment of fractures, control of bleeding and acute infection, restorative procedures, extractions, and scaling's, as necessary to prevent tooth loss and gum disease. At the comprehensive facilities, the Contractor shall be responsible for all dental hygiene services.
1. When follow up treatment is necessary, either by request or as a result of the intake examination, the Contractor shall provide non-urgent care within six-weeks of the sick call visit, or sooner, if clinically indicated.
 2. Urgent care patients with conditions such as bleeding, acute pain, swelling, trauma, or infection shall be seen by a dentist within 48 hours of the inmate's request. The Contractor shall provide on-call coverage for dental emergencies twenty-four (24) hours per day, seven days per week.
 3. The dentists shall actively participate in the institution's Continuous Quality Improvement Committee, and supervise Quality Control studies regarding dental care or other related studies.
- i. All inmates not known to be HIV positive shall receive a HIV laboratory screen prior to release or parole. As clinically indicated, a HIV confirmatory test shall be completed. Exclusions shall include any inmate who has been previously tested within the past three months or anyone who refuses to be tested.

A.4. ANCILLARY SERVICES.

- a. Vision Care Services. The Contractor shall retain Tennessee licensed optometrists to provide medically necessary optometric services to inmates as herein specified in accordance with the American Optometric Association (AOA) and TDOC policy.

These services shall include regular eye examinations, emergency care services, prescribing, ordering, dispensing and fitting of eyeglasses, and any other eye care services expected in this profession. An optometrist shall visit each institution a minimum of once monthly. The waiting list for optometry visits shall not exceed sixty (60) days.

The Contractor shall furnish eyeglasses prescribed by the optometrist or ophthalmologist. The Contractor shall provide basic frames, lenses, polycarbonate lenses and other eyeglasses that are medically necessary. Contact lenses shall only be provided if medically necessary, and in such cases the Contractor will be responsible for providing the solutions necessary for maintenance of the contact lenses. The Contractor shall repair and/or replace eyeglasses in accordance with TDOC policy. Eyeglasses and other



items must be delivered within ten (10) business days from the date of the prescription order.

- b. Radiology. The Contractor shall provide all radiology services through subcontracting or provide radiology services at each institution under this contract by a certified technician and interpretation by a board certified radiologist.

It is the intent of TDOC to use on-site radiology services when available to minimize offsite radiology/diagnostic services. TDOC requires the contractor to utilize mobile services, targeting mammography, ultra sound, echocardiogram, non-urgent CT, MRI, and PET scans when on-site services are not available at any facility. It is preferred that the subcontractor has and maintains accreditation by national accreditation entities such as IAUM for services provided when accreditation is available. It is the expectation that these services shall be available after and outside of usual operating hours to provide the capabilities to determine the need to travel to obtain emergency services beyond those that can be provided at the institutions.

All reports will be typed and delivered in a timely manner to the correctional facility clinical staff as approved by the TDOC Medical Director. The Contractor is responsible for the provision of all other off-site diagnostic testing required. The Contractor shall provide all on-site fluoroscopy and special studies as capabilities allow. Radiology studies will be provided with digital imagery allowing access by designated providers in TDOC facilities and the TDOC Medical Director, direct access to view the films via PC's.

Typed reports for routine studies shall be provided to the facility as soon as they are read or no later than 48 hours after the reading. The radiologist shall call the facility within 24 hours with any report requiring immediate intervention. Hard copy typed reports and films (where digital technology is not available) shall be received within 72-hours of completion. The Contractor is responsible for the maintenance, filing and purging of all x-ray films. The Contractor is responsible for providing all supplies required to support x-ray services.

- c. Laboratory Services. The Contractor is responsible for the procurement and processing of all medical laboratory services including supplies, forms, and tests in accordance with TDOC policy. Laboratory specimens will be processed off-site for procedures/tests that are not waived by the Clinical Laboratory Improvement Amendments (CLIA). The Contractor shall ensure that the off-site laboratory has a quality assurance plan and is a CLIA certified laboratory. The Contractor shall be responsible for obtaining and maintaining necessary CLIA waivers at all sites except DSNF.

The Contractor shall coordinate lab tests performed on physical examination with lab tests performed on chronic clinics to avoid duplication of tests. At each facility the Contractor shall provide a computer terminal and printer that provides on-line access to the Contractor's laboratory information system. All lab results, except those requiring a longer processing time, must be provided within 72-hours. The lab must notify the facility immediately by telephone of any abnormal results that require immediate intervention.

Specimens must be picked up from each facility Monday through Friday, at approximately the same time each day, and be delivered to the laboratory as soon as possible.

The Contractor shall be responsible for the collection of all DNA specimens needed for forensic testing or required by state law or court order.

If an urgent care situation occurs, the contractor shall be responsible for coordinating a process to obtain results of lab specimen 7 days a week within 4 hours of obtaining the specimen.

- d. Electrocardiography (EKG) Services. The Contractor shall provide EKG services on-site at the eleven facilities. Contractor shall either provide EKG machines at the facilities or subcontract for these services. The Contractor shall be responsible for supplies and



repair costs for TDOC equipment. It is preferable that EKG machines have transmission capabilities with 24 hour/day cardiologist reading services available at the request of institutional staff.

- e. Pharmacy Services. The Contractor shall coordinate with the pharmacy provider to assure that medication orders by its providers are delivered in a timely manner to the pharmacy provider, and develop systems to receive verify and make medications available to the inmates. The orders will be delivered on the same day they are written by providers. Prescription orders received by the pharmacy vendor by 2:00 PM CST, Monday – Friday, shall be delivered to the ordering institutions by 12:00 noon the following day (excluding Sunday delivery). Medication will be ordered prior to the expiration of continued medications to assure the inmates receive their medications as ordered.

In the event that medication is not delivered due to delayed orders the Pharmacy contractor may authorize to obtain sufficient medication by local purchase from a Pharmacy subcontractor. The Pharmacy contractor may also have the ability to have the medications delivered to the ordering facility within two (2) hours of receipt of order. Only the quantity of medication needed until the medication can be supplied by the Pharmacy vendor will be ordered by the Contractor and an order will be sent to the Pharmacy vendor to provide the remainder of the medication needed.

Medication will be ordered in accordance with the Drug Formulary approved by the TDOC Medical Director and in accordance with TDOC policies. The Vendors State-wide Medical Director will participate on the Statewide Pharmacy and Therapeutics Committee and will communicate findings of the committee to Contracted providers.

The Contractor shall administer Hepatitis-B Vaccine (HBV) for all clinical institutional staff, regardless of employer.

The Contractor shall be responsible for fifty percent (50%) of the costs of all HIV/Acquired Immune Deficiency Syndrome (AIDS) and hepatitis C antiretroviral medications prescribed by a physician or mid-level providers, according to TDOC treatment protocols, guidelines and formulary developed by the TDOC Medical Director and the Clinical Pharmacologist and the Pharmacy Vendor (A.4.i)

The Contractor shall follow TDOC Clinical Guidelines for chronic disease management, nursing protocols, psychiatric disorders, vaccinations, and immunizations. Where applicable, medications specified in these guidelines shall be provided as formulary medications.

The Contractor shall process any non-formulary prescriptions which are approved by the State's designated Medical Director with the Pharmacy and Therapeutic Committee utilization management entity for medical and mental health services.

Psychotropic medications such as antipsychotics, antidepressants, and drugs requiring parenteral administration are dispensed only in accordance with a prescription by a physician or an authorized health care provider in agreement with the physician, based upon a physical examination of the inmate by a qualified health professional.

The Contractor shall assist with the Quarterly TDOC Pharmacy and Therapeutics Committee meetings in accordance with TDOC policy. The Contractor's Clinical Pharmacologist shall participate in the committee meetings and monitor pharmaceutical outcome measures. The Clinical Pharmacologist is responsible for providing the requested statistical reports in preparation for the meetings.

The Contractor shall develop with the State a Medication Error Review process to include electronic tracking, reporting and trending of Dispensing and Administration Errors. A monthly electronic report shall be provided to the State detailing the month-to-date and year-to-date medication errors by facility.

A.5. GENERAL REQUIREMENTS.

All medical services provided must be deemed medically necessary and must be approved through the utilization management process.



- a. Physician Coverage. The Contractor shall provide on-site physician coverage as specified in the approved institutional staffing plans and provide supervision of mid-level providers and consultation to nursing staff. Physician coverage shall include primary care services for inmates in mental health units. The Contractor shall provide an on-call physician to ensure 24-hour, seven days per week, emergency coverage with telephone response being required within 15 minutes of a notification call from each facility. The institutional physician is responsible and is physician of record for all inmates assigned to that institution and retains that responsibility until the inmate care is officially transferred to another licensed clinician. A physician shall determine whether his/her presence is required, give verbal orders and a treatment plan to nursing staff. PA/APN's will provide on-site treatments for medical problems or injuries requiring sutures and minor surgical procedures as required on a 24-hour basis.

- b. Nursing Coverage. The Contractor shall provide on-site 24-hours per day/ seven days/ week (24/7) nursing coverage as specified in the approved institutional staffing plans. Nursing shall include any required RN, LPN, and CNT staffing of mental health units at CBCX, RMSI, TPW, WTSP, and MCCX. The contractor will provide on-site 24 hours per day/seven days per week nursing coverage at the comprehensive sites according to the contract staffing pattern.

- c. Nursing Protocols. The Contractor is required to submit nursing protocols to the State for written approval within the first 30 days of the contract start date and annually thereafter. Such nursing protocols shall be applicable for all nursing staff including state employees and contractors. Any changes to said protocols shall require written approval by the State.

- d. Medication Administration. In accordance with the Contractor's staffing responsibilities, the Contractor's nurses shall administer all controlled, high abuse potential drugs and psychotropic medications to inmates. Medications will be administered through a medication window or cell block distribution process. Nurses shall administer medications daily or as prescribed to inmates in segregation housing units and/or mental health units.

Contractor will comply with TDOC Policy #113.70, Management of Pharmaceuticals, which requires accountability of controlled substances consisting of medication reconciliation at the change of each shift with signature of outgoing and incoming clinical staff.

- e. Prosthetics and Durable Medical Equipment. The Contractor shall be responsible for all prosthetics and durable medical equipment ordered by its physicians and specialists, including braces, special shoes, glasses, hearing aids, orthopedic devices, etc. Health care prosthetic devices and durable medical equipment shall be provided for inmates when deemed necessary by the attending health care provider to correct, assist, or improve a significant body impairment or debilitating condition, in accordance with TDOC policy and as approved by the Warden of the correctional facility from a security prospective.

- f. Mid-level Supervision. The contractor's physician staff shall supervise all mid-level providers in accordance with the Tennessee Health Related Boards Rules and Regulations and TDOC Policy #113.11. In the event issues arise in which the PA/APN does not adhere to the agreement with the physician supervisor, the matter will be referred directly to the TDOC Medical Director for disposition.

- g. Medical Records. Contractor's staff shall complete each inmate's medical record with appropriate legible entries in Simple Object Access Protocol (SOAP) format or such other format approved by the TDOC Policy #113.50. It is expected that contract staff will sign, date and name stamp any progress note or order entered into the medical chart. If the contractor uses an Electronic Health Record (EHR), that record will be printed and organized according to TDOC policy for transfer of any inmate to another facility.



- h. Therapeutic Diets. The TDOC's policies allow for modified diets for medical necessity. The Contractor shall be responsible for overseeing the assessment of nutritional requirements and management of special diet orders. The cost of food is the responsibility of the State.
- i. Inmate Health Education. The Contractor shall develop and implement an inmate education program in accordance with TDOC policy. The Contractor shall demonstrate specific efforts to facilitate wellness/preventative education training programs such as making healthy food choices.
- j. Staff/Employee Services. The Contractor shall provide first aid and emergency care for all staff and employees in accordance with TDOC policies. This includes but is not limited to emergency treatment necessary to protect life or limb, relief of undue suffering, or treatment necessary to stabilize the condition. HBV vaccinations and appropriate training on Blood Borne Pathogens shall be given to State employees as per policy (currently TDOC Policy #113.13 - Employee Health Care). Cost for services provided in this section is included in the contract and is not to be an additional charge. Currently, TDOC has more than 5,100 employees who are subject to Policy #113.13. The Contractor shall provide tuberculosis screenings to State employees and other contract staff.
- k. Security Considerations. Due to the nature of correctional facilities, the Contractor must adhere to all security rules of the TDOC. The Contractor shall work with security staff to develop alternatives when particular medical orders implicate particular security concerns within the institution(s).
- l. Scheduling of Services. The Contractor is required to coordinate all inmate medical appointments with the affected institution(s) and Central Transportation. The Contractor shall provide to the TDOC Central Office, Central Transportation, and affected institution(s) an electronic weekly schedule of all inmates' outside medical trips no later than Friday of the preceding week. The schedule shall include the inmates' names, TDOC numbers, type of appointment, dates and times of the appointments, locations of the appointments, and the name of the health care professionals to which the inmates are being transported.
- m. Response to Grievances/ Inquiries. The Contractor shall provide written policy and procedures for response to inmate complaints and other inquiries regarding any aspect of the health care delivery system. The Contractor's policy and procedure shall conform to applicable TDOC and Institution policies governing assessment of health complaints, inmate communications, and grievance review.

The Contractor shall designate a regional staff member to serve as its liaison in addressing inmate complaints and correspondence concerning health services associated with the Contractor's service and/or providers. Inmates and family phone calls and letters may be referred to the appropriate designee, prior to any TDOC intervention regarding inmate health care complaints.

The Contractor shall, within the time-frame specified by the request, provide timely written responses to all requests regarding grievances, family/inmate complaints and third party complaints regarding the delivery of health services. A monthly electronic report will be provided to the State summarizing the month-to-date and year-to date inquiries, resolutions, and status of the resolution.

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



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

- n. Occupational Safety and Health Administration (OSHA)/Tennessee Occupational Safety and Health Administration (TOSHA) & U.S. Department of Health and Human Services, Public Health Services, Centers for Disease Control. The Contractor shall be responsible for compliance with all OSHA/TOSHA and CDC rules and regulations related to health services. The Contractor shall comply with all components of the TDOC infectious disease surveillance program in accordance with TDOC policies. This shall include but not be limited to, tuberculosis, sexually transmitted diseases, hepatitis, Methicillin-Resistant Staphylococcus Aureus (MRSA), and HIV. The Contractor is responsible for fit testing for all staff/ employees who are subject to come into direct contact with a patient with active or suspected active TB. The Contractor is responsible for all corrective action stemming from OSHA citations regarding the TDOC's infectious disease surveillance program.
- o. Bio-Hazard Waste Disposal. At all the comprehensive sites the Contractor shall make provision for the collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations. The Contractor is responsible for the cost of removal and disposal, including all necessary supplies.
- p. Prison Rape Elimination Act (PREA). Contractor agrees to abide by the 2003 Prison Rape Elimination Act, 42 U.W.S.C, 15601 through 15609 (PREA), and Title 28 CFR Part 115, as delineated in TDOC Policy #502.06.
- q. Non-Compliance. The Contractor acknowledges that failure to comply with the above referenced provisions may result in the assessment of liquidated damages and/or termination of the contract in whole or in part, and/or imposition of other sanctions as set forth in this contract. Liquidated Damages are further described in Section E.20.a.(2) and **Attachment Three** of this contract.
- r. Claim Payments. The Contractor will perform or contract with a claims payment processor to ensure that claims are paid according to contractual agreements. The Contractor will conduct a semi-annual audit of this claim payment process for accuracy. At least quarterly, the contractor will provide a report for hospital services to show billed verses paid charges.

A.6. SPECIALTY SERVICES. The Contractor shall contract with all necessary specialty physicians/providers, including dialysis services for all TDOC managed institutions. The TDOC requires the contractor to submit a detailed plan, to be approved by the TDC Medical Director, to utilize tele-health services for specialty consults. Specialty physicians shall either be board certified or board eligible. Specialty services required to meet health care needs include, but are not limited to, the following:

Audiology	Oral Surgery
Cardiology	Orthopedics
Dermatology	Orthopedic Surgery
Ear, Nose, & Throat	Podiatry
Endocrinology	Physical/Occupational/Speech Therapy
Gastroenterology	Pulmonology
General Surgery	Radiology
Infectious Diseases	Radiation Therapy
Nephrology	Reconstructive Surgery



Neurology	Thoracic Surgery
Neurosurgery	Respiratory Therapy
OB/GYN	Urology
Oncology	Vascular Surgery
Ophthalmology	Other (as needed)

The Contractor shall be responsible for sub-contractual agreements necessary to provide these specialty services. This includes timely payment of all outpatient and inpatient care provided per this agreement, whether on-site or off-site. Consultant reports must be legible or dictated for payment approval.

- a. Board Certification. All specialists must be either board certified or board eligible in their specialty. Specialty care must be ordered for problems outside the competency of the primary care physician. Residents/ intern physicians may be utilized if supervised by board eligible or board certified physicians in their specialty field.
- b. Regional Specialty Services. When it is not feasible to facilitate specialty services by tele-health every attempt shall be made to provide specialty services locally for institutions in the Eastern and Western regions for diagnostic testing and evaluation and same day procedures. These services shall include but are not limited to Magnetic Resonance Imaging (MRI), Computed Tomography (CT), Intravenous Pyelogram (IVP), Upper Gastrointestinal (UGI), Barium Enema (BE) and Mammograms. The Contractor will designate a regional representative to serve as the institution's liaison in coordinating these services with the designated Wardens and healthcare staff at each facility.
- c. Mobile Services. The Contractor shall maximize the use of on-site services at TDOC facilities as specified in the Contractor's RFP proposal. (RFP Attachment 6.2- Section C - Technical Proposal & Evaluation Guide - Item Ref. C.3.) The contractor has the option to sub-contract all services that can be mobilized. The contractor is expected to provide mobile services that include, but are not limited to, radiological services, CT, MRI, and ultrasound services at all TDOC facilities. It is recognized that not all services can be available at the start of the contract, but proposed services should be included in the proposal submission. The company selected for mobile services will be assessed and given final approval by the State. In addition, the Contractor shall make provisions for on-site mobile services at both female facilities, which shall include mammogram, ultrasound, and digital x-ray with viewing capabilities to radiologists resulting in interpretations within 24 hours. Physicians, to include the TDOC Medical Director, in TDOC facilities will have access to view films. The Contractor will provide any other mobile services that are demonstrated to be cost effective and/or provide an added benefit to the State.

A.7. HOSPITAL SERVICES.

The Contractor shall obtain routine inpatient/outpatient services from licensed hospitals that are able to provide primary, secondary and tertiary services. The hospital network should be able to provide neurosurgery as well as cardiovascular surgery. The Contractor shall only utilize hospitals accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

A change in the hospital network from that proposed by the Contractor must be approved in writing by the TDOC, prior to implementation of the change. Inmate transfers to other facilities may be approved for facility inpatient unit care or local hospital care when medically necessary in conjunction with the TDOC Medical Director. When outside hospitalization is required, the Contractor shall coordinate with the State's security staff and the TDOC Medical Director in arranging transportation and correctional officer coverage for the length of stay, and discussion of medical treatment with the TDOC Medical Director.

The Contractor's personnel shall conduct meetings with representatives from participating hospitals to coordinate the referral of inmates for services. The Contractor shall establish policies



and procedures regarding the referral methods, scheduling, transportation, reporting of test results, medical records, discharge summaries and patient follow-up. The established policies and procedures shall be presented to the TDOC Medical Director for review and final approval before implementation. The Contractor shall inform the TDOC Medical Director of all meetings and the Medical Director or designee may attend.

a. General Requirements

- (1) The Contractor shall arrange for services from a local licensed acute care hospital convenient to each facility.
- (2) Same day surgical service shall be used when medically feasible.
- (3) The Contractor's hospitals must provide vehicle parking, local telephone calls and appropriate meals for staff. The Contractor shall pay any costs associated with providing these items.
- (4) The Contractor's hospitals must cooperate fully with the TDOC security staff.
- (5) The Contractor's hospitals must comply with TDOC policies.
- (6) Inmates requiring skilled or advanced nursing care, rehabilitative services or therapies that exceed the capabilities and resources of a prison facility cannot be discharged back to such facility. The Contractor shall utilize facilities at DSNF or TPW to the extent that they are available. The Contractor shall be responsible for any appropriate alternative placement, if necessary, and all costs involved. TDOC Medical Director or designee shall have final approval to ensure appropriate placement and shall work with the facilities and the Contractor's staff to arrange placement for a sub-acute bed at DSNF or any other TDOC facility for males and TPW for females when such placement is available.
- (7) The Contractor must supply the sending institution the following information for inpatient services:
 - (a) Written discharge instructions immediately upon discharge
 - (b) Transcribed discharge summary within 7 days from discharge
 - (c) Complete copy of the hospital medical record within 30 days of discharge
 - (d) Verbal report to the sending institution (nurse-to-nurse report)
- (8) The Contractor must supply the sending institution the following information following emergency room visits:
 - (a) Written discharge instructions immediately upon release
 - (b) Copy of emergency room records or outpatient records within 30 days
 - (c) Verbal report to sending institution (nurse-to-nurse report)

b. Scheduling/ Transportation. The Contractor shall coordinate with the State's security staff in arranging transportation and correctional officer coverage in the hospital. A written plan that includes policies and procedures shall be established regarding the referral methods, scheduling, transportation, reporting of test results, medical records, discharge summaries and patient follow-up. The Contractor shall present such plan for the State's written approval within the first thirty days of the contract start date. Any changes to the approved plan must receive the State's written approval prior to implementation.

c. Notifications of Hospitalization. The contractor will notify the TDOC Medical Director or designee any referrals or transports to the emergency room and prior to any hospital admissions including weekends and holidays. The Contractor shall on a daily basis prepare a report of emergency room/ inpatient utilization. The report shall detail the date of the ER visit and /or hospital admission, inmate name, inmate TDOC number, patient's health/ mental health status, estimated date of discharge and any other pertinent



information. The hospital report shall be distributed via e-mail to the Warden, Health Administrator, TDOC Director of Clinical Services, and TDOC Medical Director.

- d. Privately Managed Facilities. The Contractor shall assume responsibility for the coordination, provision and cost of inpatient hospitalization of inmates housed at the three (3) privately managed facilities after the cost exceeds four thousand dollars (\$4,000) for a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge. The first four thousand dollars (\$4,000) of a single hospitalization is the responsibility of the privately managed facility. Transfers from a local hospital to another local hospital, or to the secure unit is considered one hospitalization. The privately managed facilities are South Central Correctional Facility (SCCF), Hardeman County Correctional Facility (HCCF), and Whiteville Correctional Facility (WCFA). These facilities are responsible for notifying the Contractor of all hospital admissions as soon as an inmate is transferred to a hospital not to exceed 24 hours of admission. The State will be the final authority in any dispute between the Contractor and the privately managed facilities. The information about the area of disagreement will be sent directly to the TDOC Medical Director. The information should include a synopsis of the issue, documentation of facts demonstrating the area of dispute and a clearly defined requested resolution.
- e. Non-Secure Units. Starting on day three (3) of an inpatient stay at a hospital that does not contain a secure unit, the Contractor shall pay the State four hundred dollars (\$400.00) per day per inmate to cover the cost incurred by the State to provide security.
- f. Secure Units. Each hospital secured unit must have a designated secure area exclusively for the TDOC as an inpatient unit with private and/or semi-private rooms to include isolation and segregation. The following security requirements must be met for the secure unit, and the Contractor shall pay all costs associated with meeting these requirements.
- (1) All floor plans and renovations must be approved in writing by the State.
 - (2) Expanded metal or some equally secure mechanism must be installed outside or inside all windows or glassed areas.
 - (3) Outer walls, ceilings and elevator shafts must be reinforced or secured in a manner approved in writing by the TDOC.
 - (4) A secure entrance/exit must be provided from the unit with two (2) electronic security doors that create a pedestrian sally port. Any other exit would be used only in an emergency evacuation and must be secured according to plans approved in writing by the TDOC Commissioner or designee. Evacuation plans for the area shall be developed in conjunction with the TDOC.
 - (5) A secure control center must be provided to control access to the area through a pedestrian sally port. The control center must contain a desk, chair, file cabinet, phone lines with outside capability, space for at least two visual monitors and restroom facilities. The control center shall be used to store equipment and approximately eight (8) to ten (10) weapons and ammunition. The control center should have a minimum of 70 square feet.
 - (6) At least one office or workstation with a minimum of 40 square feet must be provided for correctional officers.
 - (7) A private area for searches of male and female persons must be provided.
 - (8) A secure holding area for inmates being transferred into and out of the secure unit must be provided.
 - (9) The TDOC security staff shall be responsible for coordinating all visitations with inmates in the secure unit.
 - (10) The hospital's nursing station shall have controlled access.



- (11) Correctional officers shall be provided designated parking spaces.
- (12) Correctional officers shall be provided one meal per shift by the hospital.

A.8. UTILIZATION MANAGEMENT & REVIEW. The TDOC Medical Director or designee is the final medical authority on all decisions made on access to specialty care, procedures, inpatient admissions and transfers and pharmacy utilization. Upon commencement of this agreement, the Contractor shall establish and maintain a system-wide utilization management and review program based upon evidence/criteria-based clinical guidelines to evaluate the appropriateness and medical necessity of services being provided. Operations of utilization management will be located in TDOC Central Office. The Contractor's utilization policy/procedures, guidelines and reporting format must be approved by the TDOC Medical Director or designee within the first 30 days of the effective date of the contract and annually thereafter.

a. **Guidelines.** The program shall provide written guidelines for the provision of efficient and quality oriented health care which will be presented to the TDOC Medical Director or designee for approval. The State may mandate changes to the Contractor's utilization criteria or utilization management policies and procedures at any time it deems necessary to serve the medical interests of inmates or the best interest of the State. The Contractor will notify the TDOC Medical Director or designee and Utilization Management Program staff prior to any hospital admission, including holidays and weekends. Failure to comply with this is an assessable damage (refer to Summary of Liquidated Damages Per Occurrence, **Attachment Three**). Required elements of the utilization management program include:

- (1) Resolution of all specialty consultation requests within fourteen (14) days of the date the provider makes the request. Delivery of specialty care services is required within the time limits specified by performance measures listed in **Attachment Three** of this contract.
- (2) Establishment of Specialty Referral Guidelines for Consultation Requests.
- (3) Development of an effective method to coordinate with the TDOC's transportation unit for medical transfers and inmate movement.
- (4) Establishment of designated staff at each facility to be responsible for the coordination and management of the utilization management process.
- (5) Annual training for its staff, physicians, mid-level providers, clinic schedulers/coordinators, health administrators, and others as appropriate.
- (6) Develop an effective method of communication with TDOC's Utilization Management Staff on a daily basis for hospitalization events and Monday through Friday for consultation requests and completions. Reports are to be typed and submitted to the vendor for distribution to the appropriate institution. A tracking system will be provided to assure completion of consults and follow-up on requests deferred for additional information of returned to the treating physician for alternative treatment. These numbers will be reported in the "Reporting Requirement section below.

b. **Reporting Requirements.** The Contractor shall submit a monthly, quarterly, and annual report to the State detailing inpatient/hospital statistics and the history of requests for specialty consultations and procedures. The reports required by this part shall be provided in an electronic format acceptable to the State and shall at a minimum provide aggregate and individualized reports by physician, inmate, service type, institution. The Contractor shall use appropriate coding for inpatient hospital reporting (e.g. Diagnosis Related Grouping (DRG), International Classification of Diseases (ICD-9), and Clinical Modification (CM)). The Contractor shall provide the following reports:

- (1) TDOC Daily Inpatient Census with key data elements, including the Inpatient Days Per Month (IDPM).



- (2) Inpatient days per month by diagnosis and Average Daily Census (ADC)/ Average Length of Stay (ALOS).
 - (3) Diagnostic Code by facility and by provider.
 - (4) Outliers, Variance/ Variability.
 - (5) Specialty Consultations with key data elements.
- c. The contractor will identify and hire the following staff at a minimum to provider Utilization Management of the clinical activity within the TDOC.
1. One inpatient utilization RN.
 2. Two outpatient utilization RN's (One individual may be an LPN if the RN serves as supervisor).
 3. One data management technician who will maintain the clinical data system.
 4. One clerical staff person with a background in health related support who can function at the administrative assistant level.
 5. Jail utilization RN. Upon request from TDOC Medical Director
- d. The TDOC Medical Director or designee will review and make final recommendations of all prospective candidates after initial screening of the contractor. This individual will be assigned specific work stations within the TDOC Central Office. The contractor will provide all computers, utilization standards software and data management software. The contractor will assist and support the productions of reports as requested by the State.
- e. The TDOC Medical Director will work directly with the contractor's State-Wide Medical Director, to manage utilization activities and physician activities related to UM.

A.9. EXTENDED CARE FACILITIES.

- a. Specialty Physicians/Clinics. The TDOC operates two extended care facilities in the Nashville area, the Lois M. DeBerry Special Needs Facility (DSNF) for males and the Tennessee Prison For Women (TPW) for females, with a goal of providing the majority of outpatient and sub-acute specialty services in these secure facilities in order to promote continuity of care, public safety and minimize the off-site transportation of inmates. The contractor shall use DSNF and TPW for all outpatient physician and ancillary health professional services (listed under "Specialty Services"), unless other arrangements are made and agreed to in consultation with the TDOC. The Contractor shall request written approval by the State of an alternative method of delivery in the case where certain on-site services are not feasible.
- (1) On-site clinics at DSNF and TPW are to be scheduled between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding State holidays.
 - (2) The Contractor shall coordinate all proposed clinic schedules in advance with the Warden (or designee) at each facility. Once the clinic schedule is established and published, the HSA in coordination with the Warden must approve any change to the schedule in advance. No request for a change will be approved unless submitted at least two weeks prior to the scheduled clinic.
 - (3) Specialty clinic(s) may be arranged during holidays if the Contractor makes the request at least four weeks in advance. The Warden(s) must approve the request(s) no later than 2 weeks prior to the date in order to arrange staff support for the clinic.
- b. Long-Term Care. The Contractor shall demonstrate the ability to maximize the long term and skilled nursing services that are offered on-site at DSNF and TPW. The Contractor



shall follow TDOC policy on long-term care referrals and procedures. The contractor will contract with Long Term Acute Care Facilities to provide care that is not otherwise available through TDOC. The contractor will assist TDOC in the design and development of long term care units as the need may arise through provision of prospective models utilized in other jurisdictions or through research to include physical plant layout, equipment, treatment protocols, programming, and assistance in identifying inmate candidates for assignment to the units.

- c. Renal Dialysis. The Contractor is responsible for the provision of all dialysis treatment, without regard to the availability of State-owned equipment. The Contractor shall be responsible for all costs associated with renal dialysis and provide all staff, drugs, biological, surgical dressings, supplies, blood, intravenous and related dialysis fluids, diagnostic studies, and equipment directly related to the provision of dialysis procedures. When available, drugs and biological supplies shall be obtained from the Pharmacy vendor.
- (1) The Contractor shall, whenever possible, utilize existing hemodialysis facilities and equipment located at DSNF. In such instances, male inmates requiring dialysis will be transferred to the DSNF for treatment, and female inmates will be transported to the DSNF for on-site outpatient dialysis treatment. The Contractor shall be responsible for all maintenance and repair of the State's equipment. If a backup or special infectious disease dialysis unit is needed, the Contractor will send a written notice and justification to the TDOC Director of Clinical Services and the TDOC Medical Director. Upon written approval by the State, the Contractor shall purchase the equipment. In the event of service interruption for whatever reason, the Contractor shall be responsible for providing uninterrupted service.
 - (2) The Contractor shall maintain an emergency cart with sufficient emergency medications, supplies, and equipment required for resuscitations. The emergency kit shall be inspected on a weekly basis with the results documented by the Contractor's staff. The contractor shall be responsible for the immediate replacement of all emergency supplies or equipment used or expired.
 - (3) The Contractor shall provide emergency consultation services that are available twenty-four (24) hours per day seven (7) days per week. The Nephrologist on call shall respond to emergency calls within sixty (60) minutes of the original call.
 - (4) The Contractor shall provide in-service training initially, and at least quarterly, to the facility staff at DSNF on pre-treatment and post-treatment needs of dialysis patients. The Contractor shall provide an orientation packet to the inmates on renal dialysis and ongoing training to them to assist in their understanding of their treatment. Other training shall be provided as needed or requested by the facility and/or the TDOC.
 - (5) The Contractor shall develop renal dialysis quality improvement and infection control programs which must be approved by TDOC within 60 days of contract effective start date. For on-site renal dialysis, the Contractor shall assure that the renal dialysis provider documents all treatment in the TDOC health record.
- d. Hospice/ Palliative Care. The State wishes to establish a hospice program for terminally ill inmates. If an inmate meets the requirements, the TDOC may transfer the inmate to the hospice program or designate the inmate to be cared for at their home facility. The Contractor shall be responsible for all costs associated with the hospice programs. The Contractor shall work with the TDOC in developing hospice programs both on-site and off-site, as appropriate. The TDOC's hospice program shall incorporate medically directed care, an interdisciplinary plan of care; family participation, treatment for pain; and patient education and counseling. The Contractor shall provide the State with a written plan for implementation and operation of these services within the first six months of the



contract start date. Implementation of the Contractor's plan is subject to the State's prior written approval.

- e. Oncology: The Contractor is responsible for the provision of all chemotherapy without regard to the availability of state-owned equipment. The Contractor shall be responsible for all costs associated with chemotherapy and provide all staff, drugs, biological, surgical dressings, supplies, blood intravenous and related chemotherapy fluids, disposal of biochemical waste related to the provision of chemotherapy procedures. When available drugs and biological supplies shall be obtained from the Pharmacy vendor.
1. The Contractor shall be responsible for the operation of a weekly oncology clinic at DSNF. Oncology services shall provide rotating schedule of sub-specialists to address the most common oncology diagnosis.
 2. The oncologist shall be responsible for the supervision of oncology staff and the provision of chemotherapy services.
 3. Male and female inmates requiring chemotherapy will be transferred to the DSNF for onsite outpatient chemotherapy treatment.
 4. Upon written approval by the State, the Contractor shall purchase the equipment.
 5. In the event of service interruption, for whatever reason, the Contractor shall be responsible for providing uninterrupted services.

A.10. STAFFING REQUIREMENTS. Notwithstanding any provision contained herein to the contrary, the Contractor shall provide adequate and qualified staff to fulfill its obligations under this contract. Staffing shall, at a minimum, be in accordance with the staffing plans in the Contractor's bid proposal. The Contractor is to utilize the State's approved minimum staffing plan for each institution. In the event of vacant positions, the Contractor is required to provide adequate coverage to meet all required services. Any staffing plan changes during the term of the Contract shall require the State's prior written approval. The Contractor shall submit monthly staffing reports on or before the fifteenth (15th) of each month demonstrating the preceding month's actual staffing compared to the staffing plan for each institution. If a change in circumstances calls for a modification in those requirements, the Contractor and the State will review those changed circumstances and a formal review will determine any changes in staffing requirements at the sole discretion of the State. The State reserves the right to remove from an institution or prohibit entry to an institution any of the Contractor's employees or subcontractors if necessary. Health Services employees are not allowed to exempt themselves from performing certain medical procedures due to religious and/or ethical concerns. The TDOC will not require contract staff or any clinical staff to participate in forensic activities that will impact negatively or alter the patient / provider professional relationship between care providers and those receiving care. Minimum staffing levels are delineated in **Attachment Four**.

- a. Pre-Employment Screening. The Contractor, at a minimum, shall include the following in its pre-employment review:
- (1) Current licensure/certification verification: unrestricted
 - (2) Health screening to ensure absence of communicable disease
 - (3) Drug testing
- b. 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 Contractor shall immediately cause a "Criminal History Request" from the National Crime Information Center (NCIC) to be completed on each individual hired to work at a Facility. The request shall be forwarded to the State and processed in accordance with procedures established by the



Commissioner of the TDOC. In no instance may an employee begin work in a facility until the NCIC check has been completed; however, the employee may participate in pre-service training while the check is in process. The State shall notify the Contractor whether or not the employee is cleared for further consideration of employment.

- c. Personnel Files. Personnel files of all subcontractors and contract employees shall be on file at the facility. The files shall be made available to the facility warden or designee.
- d. Bilingual Personnel. The Contractor shall make its best efforts to ensure that a sufficient number of staff are bilingual in English and Spanish. The Contractor shall provide translation services to meet the needs of the inmate population. Inmates shall not be utilized as translators for clinical staff.
- e. Employee Uniforms. The Contractor shall require all of its employees to comply with the TDOC policy concerning uniforms. The Contractor is responsible for the expense of purchasing uniforms.
- f. Approval of Key Staff. The State reserves the right to approve or disapprove any individual or business entity whether it is an independent contractor or subcontractor that the Contractor seeks to utilize. The TDOC Director of Clinical Services and/or TDOC Medical Director shall interview certain key prospective employees of the Contractor prior to their assignment to the contract. The Contractor shall not assign these key personnel until written approval is received from the State. The Contractor shall request and receive written approval from the State for the following prior to their assignment to the contract:
 - (1) The Contractor's personnel with overall responsibility for this contract. (See Section A.12) All health administrators assigned to any TDOC institution(s)
 - (2) The Contractor shall consult the State for input and recommendations before hiring, dismissing, or changing a location of a physician or site health administrator.
- g. Employee Orientation and Training. The Contractor shall ensure that all of its full-time employees assigned to TDOC institutions participate in the TDOC's pre-service training program regarding State policies and procedures and security considerations as defined in TDOC policy. TDOC employees who transition to the Contractor and Corizon employees who transition to the Contractor are exempt from this requirement providing the aforementioned transition takes place in the same institution where they currently work.
 - (1) General Requirements. The Contractor shall develop and submit for the State's approval the Contractor's plan for initial orientation and training of the Contractor's staff. The Contractor shall be responsible for salaries/wages and travel expenses of its employees while in training. The State shall waive orientation for the Contractor's employees who have completed TDOC's orientation within the preceding two years as TDOC employees or employees of a predecessor contractor and are assigned to the same institution. Each year thereafter, the Contractor shall provide a minimum of forty (40) additional hours of job-related training for all employees. The training is to include at least eight (8) hours of update training on TDOC policies and emergency response procedures/CPR.
 - (2) Staff Training Curriculum. Within the first sixty (60) days from the commencement of the contract, the Contractor shall develop and submit for the State's approval the Contractor's staff training curriculum.
 - (3) In-Service Training. The Contractor shall provide in-service training/staff development to its employees. The Contractor shall submit a calendar of managerial and clinical in-service topics to the State for approval in June of each year. At a minimum, the in-service training provided by the Contractor shall meet



the ACA standards for staff training. The Contractor shall establish a medical library on-site for use by the health care staff. Upon approval by the warden of the facility, the Contractor is encouraged to implement an on-line medical library. The library shall at a minimum include basic clinical text references.

- (4) Training of Other Staff. The Contractor shall develop and deliver a training program at each institution for all non-health care staff. Such training shall consist of four (4) hours of classroom time annually. This training shall include, but not be limited to:
- (a) First aid for medical emergencies
 - (b) Mental health emergencies
 - (c) Cardiopulmonary Resuscitation (CPR) certification
 - (d) Communicable disease prevention
 - (e) Blood borne pathogen exposure control, in compliance with the TDOC "Blood Borne Pathogen Exposure Control Plan"
 - (f) Recognition of signs and symptoms of mental illness, chemical dependency and mental retardation
 - (g) Suicide prevention

A.11. MEDICAL STAFF CREDENTIALING.

Credentialing. The Contractor shall have a written policy and procedure regarding the physician credentialing process approved in writing by the State within thirty (30) days of contract execution. The Department of Correction shall have access to and may copy any such credentialing records. Upon expiration or termination of the contract these credentialing files become the property of the State. Representatives of the State shall conduct periodic audits of the Contractor's credentialing files. Copies of all files shall be maintained in the Contractor's Tennessee office. Each physician's credential file shall contain at a minimum the following documents:

- a. Copy of current Tennessee license to practice medicine or surgery
- b. Copy of application for initial or renewal registration
- c. Copy of Drug Enforcement Administration (DEA) registration
- d. Evidence of malpractice insurance with claims and/or pending lawsuits
- e. Copies of verified medical education including internship, residency and fellowship programs, and specialty certification(s)
- f. Copy of current BCLS or CPR certification. Certification must be achieved prior to the individual providing services at any TDOC institution
- g. Employment history
- h. Evidence of reasonable inquiry into employment history with emphasis on assessment of clinical skills
- i. Signed release of information form
- j. Information regarding any criminal proceedings

A.12. CONTRACT MANAGEMENT. The State recognizes that service issues may arise during the course of any contractual agreement. Some issues are facility specific, while others will affect multiple facilities. The Contractor shall retain, at a minimum, the following personnel on-site in Tennessee to coordinate and manage the scope of services of this Contract.

- a. Administrator(s). The State requires the Contractor to designate an administrator(s) or manager(s) to be responsible for managing all operations of the medical contract. These



individuals will be responsible for working with the State to execute the transition plan and manage daily operations as outlined in the Contractor's proposal, as approved by the State Medical Director. The administrator(s) position is a full time position and a focus on this contract is the sole duty of this individual. In the event the administrator is absent, TDOC will be notified and receive notification of the individual who will perform these function until the administrator returns.

- b. Contractor State Medical Director. The State requires the Contractor to designate a full-time State Medical Director who shall serve as the point of contact and have the authority and responsibility for resolving clinical issues and overseeing the utilization management and review program. The Contractor's Medical Director is also responsible for assuring that all services covered in this RFP are delivered in a timely manner consistent with generally accepted standards of medical care with a focus towards improved outcome measures. In coordination with the TDOC Medical Director, this position is also responsible for oversight of the state's medical peer review program. It is expected that this individual will visit all TDOC institutions and be available to individual institutions when issues arise pertaining to medical treatment by contract staff and communicate those issues to the TDOC Medical Director. The Contract Medical Director will review hospitalization and specialty consultation information as determined by and in conjunction with the TDOC Medical Director which may include a daily discussion of the status of inpatients, contract compliance with review, approval, denial, or alternative treatment recommendations for specialty consultations by institutional physicians.
- c. Continuous Quality Improvement Coordinator. The State requires the Contractor to designate a full-time nurse who shall serve as the point of contact and have the authority and responsibility for developing and implementing the State's Continuous Quality Improvement program (CQI). This position is also responsible for overseeing the nursing orientation and training programs. The CQI Coordinator will assist in the development of clinical guidelines, nursing protocols, and enhancing quality of the State's clinical operations. The CQI Coordinator will work closely with the TDOC Central Office and may be assigned to a work area and perform duties under the supervision of the TDOC Director of Nursing. This individual shall visit all facilities frequently to survey the CQI program to assure compliance with ACA Standards and TDOC policies.
- d. Infectious Disease Management Coordinator. The State requires the Contractor to designate a full-time nurse who is responsible for tracking, monitoring, and reporting all data on infection control and diseases within all facilities. The Infection Control Coordinator shall ensure that staff is properly trained and that all federal and state regulations/ guidelines are maintained. The Coordinator shall work closely with the State's Health Departments and the TDOC Central Office to enhance the control of infectious diseases within TDOC facilities. This individual may be assigned to a work area and perform duties under the supervision of the TDOC Director of Nursing. A close working relationship with the TDOC Medical Director is a requirement to assure that Infectious Disease Management issues are brought to the attention of the Medical Director who is responsible for Infectious Disease Management and related activities within TDOC.
- e. State Wide Health Educator: The contractor will hire a full time Health Educator who will be approved by the TDOC Medical Director and Director of Nursing and will be assigned to work in the Central Office. The duties of this individual will be the coordination of training for health professionals through direct training and/or identifying resources within TDOC or other State agencies as directed by the State Medical Director.
- f. Case Manager: The contractor will hire a full time case manager who will be approved by the TDOC Director of Nursing. This individual will be assigned to work in the TDOC Central Office and will serve as the coordinator for case management throughout TDOC in conjunction with the institutional case managers. This individual will be responsible for coordination of transitional services for those individuals leaving TDOC custody and those who will need clinical services upon release. In addition, this individual will assist with the



furlough coordination for individuals who meet the criteria for furlough and who need an adequate home plan in order to receive the furlough.

- g. Dental Consultant. The State requires the Contractor to designate a dentist to serve as Dental Consultant or Director who shall serve as the point of contact and have the authority and responsibility of resolving dental issues. The Contractor's dental consultant is also responsible for assuring that all dental services covered in this RFP are delivered in a timely manner consistent with generally accepted standards of medical care. In coordination with the TDOC Medical Director, the Dental Consultant shall also be responsible for oversight of the dental peer review program.
- h. Facility Medical Directors. The Contractor must also designate a physician Medical Director at each of the facilities. This individual must serve as the point of contact, be responsible for, and have the authority to resolve issues that affect health care delivery, and must be able to devote sufficient time to perform the administrative responsibilities necessary to deliver services under this contract. Administrative functions include, but are not limited to: supervising primary care providers, identification and oversight of onsite specialty care clinics, conducting weekly status meetings with the Health Administrators and staff, providing clinical guidance in the development of policy and procedures, consulting with the clinical staff on specific case management and treatment and overall care, and participating in monthly continuous quality improvement (CQI) committee meetings. Facility Medical Directors will participate in regularly scheduled discussions with the TDOC Medical Director which may be jointly held with the Contractor Medical Director. In addition Facility Medical Directors will bring to the attention of the TDOC Medical Director any issue related to their ability to provide appropriate medical treatment based on that individual's clinical judgment.
- i. Clinical Pharmacologist. The contractor will identify and make available to the TDOC Medical Director a clinical pharmacologist who is dedicated to the Tennessee contract and available by phone, e-mail, and on site visitation as indicated by TDOC. This individual will assist the TDOC Medical Director in the implementation and education of physicians to improve prescription patterns and additional activities as requested by the State.
- j. Advanced Practice Nurse/Physician Assistant for Women's Transition Center – Chattanooga

The Contractor shall identify a medical provider in the Chattanooga area or a provider from outside of the area who is willing to go to the Transition Center to assess TDOC female inmates on an as needed basis within 24 hours of the request Monday through Friday. These individuals are medically cleared and need minimal medical treatment during their time there. The purpose of this provider is to avoid transportation of inmates from Chattanooga to Nashville for outpatient treatment that can be handled locally. This individual will communicate with the Medical Director at the Tennessee Prison for Woman with the disposition. This provider can be a local physician or a midlevel provider who is supervised by one of the contractor's physician staff.

A.13. QUALITY IMPROVEMENT. The Contractor shall comply with the State's quality improvement initiatives in accordance with TDOC policy. The Contractor shall provide the State with a plan for developing a quality improvement program which outlines the committees and reporting mechanisms which will support quality improvement initiatives.

- a. Committees. The Contractor will coordinate with the State regarding all committee meeting dates/ times/locations and the recording of meeting minutes. Some of the established TDOC committees include, but are not limited to:
 - (1) State Continuous Quality Improvement (CQI) Committee. Statewide quality improvement meetings are to be held quarterly or more frequently if necessary. At a minimum the contractor's Statewide Administrator, Statewide Medical



Director, Statewide Infectious Disease Management Coordinator, and Statewide CQI Coordinator shall attend this meeting.

- (2) Infectious Disease Committee. The Contractor shall assist with maintaining an Infectious Disease Committee consisting of the TDOC Medical Director, TDOC Statewide Director of Nursing, Statewide Infectious Disease Management Coordinator, Contactor's Statewide Medical Director, and others as designated. Statewide Infectious Disease Management Coordinator will service as primary staff to committee members and coordinate meetings. The purpose of this committee is to establish an effective infectious disease management program which will meet the needs of inmates with HIV/AIDS, TB, MRSA, Hepatitis, and other infectious diseases. The committee will also be responsible for establishing educational and training programs which are designed to enhance the knowledge of inmates and staff and thus prevent the spread of infectious diseases. These programs are to be consistent with acceptable medical standards and the State's policy for communicable and infectious disease.
 - (3) Pharmacy & Therapeutics Committee (P&T). The contractor will work in cooperation the TDOC Medical Director to coordinate a statewide P&T Committee. The TDOC Medical Director will chair this committee which will meet quarterly or more often if necessary. The purpose of the Committee is: the development and review of the formulary and any recommended additions or deletion as recommended by the Contractor's Clinical Pharmacologist, the Pharmacy Vendor or TDOC. In addition any information related to specific medications such as a change in indications, drug-drug interactions, or warnings will be discussed. The contractor will identify a clinical pharmacologist who will attend meetings and be responsible for discussing reports related to inmates on prescriptions, listing the most costly medications, as well as comparisons to other states based on other contracts of the vendor or research on medication costs for other DOC's.
 - (4) Peer Review Committee. The TDOC Medical Director will Chair the Physician Peer Review Committee for the purpose of reviewing the credentials and clinical performance of Physicians (to include Psychiatrists), Dentists and at the discretion of the Committee, Physician Assistants and Advance Practice Nurses. The contractor's membership on the Committee will consist of the Contract Medical Director and the Contractor's Chief Dental Officer. This Committee will meet bimonthly or more often if a situation may arise that indicates a need to meet. A meeting maybe requested through the Chair by any member.
- b. Peer Review. The work of all physicians and dentists shall be annually reviewed jointly by the Contractor and TDOC Medical Director. In an effort to assure clinical performance enhancement, the Contractor shall have a peer review program that is approved in writing by the TDOC Medical Director within sixty (60) days of contract execution and annually thereafter. The program must either meet or exceed the State's policy and CQI Charter for peer review. The State's Medical Director shall be notified of all peer review actions, and the results of the peer review process shall be shared with the State's Peer Review Chairperson. The State shall review the peer review reports and approve the Contactor's plan of corrective action for peer review deficiencies.
 - c. Reports. The Contractor shall be responsible for preparing minutes of all committee meetings as designated by the State. The Contractor shall also be responsible for ensuring that all necessary data and reports are completed and reported to the State within the designated timeframes in an effort to identify areas of opportunity for improvement in health care operations.

In accordance with the TDOC's policy, the Contractor shall submit a monthly CQI report to the TDOC CQI coordinator in a written or electronic form acceptable to the State, by the fifteenth (15th) day of each month.



At least annually, the Contractor shall provide the institutions with documentation that peer review has been completed for each physician, dentist and midlevel provider on staff at that institution.

A.14. MEDICAL SUPPLIES AND EQUIPMENT. The Contractor shall be responsible for the provision of all medical and dental supplies required for operations at the comprehensive sites. In addition, the Contractor shall provide all medical and dental non-capital equipment (a single piece of equipment costing less than \$5,000), including maintenance of existing equipment and including telemedicine equipment.

- a. Supplies. The Contractor shall provide all clinical, office and other supplies required for operations at the comprehensive sites. The exceptions shall be (1) field test kits for drug testing of new State employees, (2) DNA testing kits, and (3) medical record folders and medical record forms as specified in TDOC policies. The Contractor will be responsible for furnishing and maintaining First Aid Kits in designated areas and vehicles in accordance with TDOC policy required for operations at the comprehensive sites.
- b. Equipment. The Contractor is responsible for the procurement of minor equipment required for operations. Existing State-owned equipment can continue to be used. The Contractor is responsible for bearing the actual cost of purchasing computers as well as the network charges. The Contractor will work with the TDOC Information Technology Division who will supply them with the appropriate computer specifications. The Contractor will send the computers to TDOC for imaging prior to them going onto the network. The Contractor shall be responsible for preventive maintenance, servicing, and repair of all State-owned equipment used in health services at the comprehensive sites.

The Contractor shall conduct an equipment needs analysis and provide the State with a procurement plan for approval within the first 60 days of contract execution. This analysis should include computer terminals (in coordination with TDOC MIS personnel) required for administrative purposes at the comprehensive site institutions. Any approved computer terminals with State access will be furnished by the State.

A single piece of equipment that costs \$5,000 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 Director of Clinical Services and the Deputy Commissioner of Administrative Services. Upon approval by the State, the State shall purchase the equipment.

- c. Supplies and Equipment Inventory. Within five (5) days of service commencement, and annually thereafter, a physical inventory shall be conducted of all clinical, pharmaceutical, office, and other supplies and equipment on hand in health services facilities intended for use by the Contractor's providers and employees. Such inventory shall be conducted jointly with each institution's Warden (or designee) and the Contractor's designee. Consumable supplies shall be valued at cost. Equipment shall be valued at the lower of cost or market, based upon physical condition, suitability for use, and other pertinent factors. The inventory value shall be agreed upon by both parties. Upon expiration or other termination of the Contract, another physical inventory shall be conducted. All remaining supplies and equipment shall be converted to the State's inventory upon termination of the contract. Each institution shall provide the State's Assistant Commissioner of Administrative Services with a copy of the inventory report on or before the seventh (7th) business day of the contract start date. The beginning and ending inventories shall be compared and any difference will result in an adjustment of the payments by the State to the Contractor.
- d. Telephones and Telephone Lines. The Contractor shall be responsible for cost and the installation of any special lines required for equipment such as EKG and facsimile.

A.15. TELEMEDICINE. The Contractor shall maximize the use of telemedicine equipment to reduce the need for off-site consultations and specialty consultations in scenarios where doing so does not impede the level of care. This technology shall also expedite the distribution of time sensitive training programs and help reduce travel expenses associated with multi-site clinical meetings.



The Contractor shall implement telemedicine at all sites upon receipt of written state approval and have them fully functional, including completion of end-use training, within 30 days of the contract start date.

The contractor shall be responsible for the cost incurred on any additional equipment for tele-health services. Additional equipment for tele-health services must be authorized by the State prior to installation. The Contractor shall remain responsible for the maintenance of any additional equipment.

A.16. HEALTH INFORMATION MANAGEMENT.

a. Medical Records. Maintenance of all health records shall be in compliance with TDOC policies and all patient records, including patient records created pursuant to subcontracts approved pursuant to Section A.17.a below, are the property of the State. The Contractor shall create and/or maintain a current, up-to-date health record for each TDOC inmate received and/or housed at the comprehensive sites and it shall be in the modified problem-oriented medical format of the TDOC. The health record shall accompany the inmate at all on-site health encounters and shall be forwarded to the appropriate facility upon the transfer of an inmate. All specialty care consultations and diagnostic reports shall be dictated and typed for placement in the health record. Any necessary transcription services shall be the responsibility of the Contractor. The health record forms and folders shall be provided by the State. ~~Medical Records under this section are the responsibility of the Contractor except for Archived Medical Records which are the responsibility of the State.~~ *DDE/SW*

b. Privacy of Health Information. The Contractor's privileges of access to, use, access to and disclosure of materials from the health record are wholly incident to the continued existence of a treatment relationship between the Contractor and the inmate. The Contractor shall comply with all applicable laws, rules, and professional standards regarding the protection of patient privacy rights.

c. Data Management Automation. It is the intent of the State to acquire an Electronic Health Record (EHR) System and to refine our data collection for analysis, trending, and tracking purposes, which shall enhance our health care delivery system. The Contractor shall be required to participate and link to our automated system. The Contractor shall provide any additional statistical data as requested by the State.

When the State converts to an electronic medical record (EMR) system, the Contractor's subcontractors such as laboratory, pharmacy, radiology, telemedicine, dialysis, etc. shall be required to link to the State automated hardware/software. The State's Management Information System (MIS) and Office of Information Resources (OIR) divisions shall handle coordination for compatibility.

A.17. ADDITIONAL PROVISIONS.

a. Subcontractor Agreements. In accordance with section D.6 of this contract, the TDOC requires that the Contractor establish written agreements with its subcontractor vendors. Such subcontractor agreements shall specify that the State has a property right to all patient records developed in furtherance of this contract and such subcontractor agreement. The Contractor shall make every effort to complete all hospital, ancillary, and specialty contracts within 60 days of the contract start date. The Contractor is responsible for notifying the TDOC in writing of any pending contracts not finalized within 60 days and must include an estimated completion date in this notification. Within two weeks of the subcontract's effective start date, copies of the subcontracts must be provided to the Warden at the appropriate facility(s) and the TDOC Director of Clinical Services. Refusal to pay subcontractors for contractual services shall likely result in a claim against the Contractor's performance bond.



- b. Health Care Delivery Costs & Statistics. The Contractor must utilize a management information system that will provide necessary cost and statistical information on a statewide and institutional basis for the TDOC to monitor performance. The system to include licensed reference materials, software, personnel and their functions will be reviewed with and approved by the TDOC Medical Director or Designee within 30 days from the start of the contract. At a minimum, the Contractor must upon request provide detailed reports on contract costs and program statistics, including but not limited to hospital admissions by diagnosis, hospital length of stay, avoidable hospital days by root cause, ER visits, ambulance transports, pharmacy statistics, infectious disease tracking, utilization review, outpatient procedures (by type), peer review, staffing reports (month-to-date vs. year-to-date), employee compensation rates, and training plans.
- 1) Develop a preferred provider network and direct all non-emergent care to these providers. Establish a standard evaluation that should be completed by the Facility Physician prior to referral for specialty care through discussion with specialty providers.
 - 2) Develop a strategy to decrease emergency room visits per 1000 inmates by 20% from previous calendar year by developing opportunities for onsite care. Provide the plan for approval to the TDOC Medical Director.
 - 3) Develop a stringent process for a review of non-formulary prescription requests and a strategy to decrease the average number of prescriptions per inmate (annual) by 20% by developing opportunities for onsite care. The Contractor must provide the plan for review by the TDOC Medical Director.
 - 4) Develop a strategy to reduce the average number of prescriptions per inmate and review with the TDOC Medical Director.
 - 5) Identify no more than two hospitals to which inmates will be taken on a planned basis. The Contractor will transfer all inmates admitted on an emergency basis to other hospitals to one of these two institutions as soon as the inmate is clinically stable for transfer. In every case of admission to hospitals other than the preferred two hospitals, the Contractor's Statewide Medical Director will contact the TDOC Medical Director on a daily basis regarding the status of the inmate and an anticipated date of transfer. The contractor will also provide a point of contact for the TDOC Medical Director at the hospital for use if the TDOC Medical Director desires to make direct contact.
 - ~~6) Identify no more than two hospitals to which inmates will be taken on a planned basis. The Contractor will transfer all inmates admitted on an emergency basis to other hospitals to one of these two institutions as soon as the inmate is clinically stable for transfer. In every case of admission to hospitals other than the preferred two hospitals, the Contractor's Statewide Medical Director will contact the TDOC Medical Director on a daily basis regarding the status of the inmate and an anticipated date of transfer. The contractor will also provide a point of contact for the TDOC Medical Director at the hospital for use if the TDOC Medical Director desires to make direct contact.~~ *DOS/SW*
- c. Monthly Operating Report. Within the first 60 days of the effective start date of the contract, the Contractor shall work with the State to design a monthly reporting template which will be most useful to the State. Beginning in the third month of the contract, the Contractor shall provide a monthly narrative report delineating the status of the health care operations occurring in the prior month. At a minimum, the monthly report shall include: utilization review, infectious disease and chronic disease statistics, staffing levels including shortfalls and unfilled positions, ancillary statistics, hospital/ emergency services statistics, incident reports, pharmacy statistics, committee reports, and all other monthly reporting requirements delineated under the scope of services of this contract or required by TDOC policy. Said report will be due on or before the 15th business day of the following month and shall identify successes and potential problems and resolutions. Ad hoc reports may be requested as needed.



- d. Annual Review. In February of each year, the Contractor shall complete and present an Annual report of utilization statistics and narrative summary delineating accomplishments, barriers to improvement, and recommendations.
- e. Litigation Issues. The Contractor shall cooperate fully with the State in all matters of litigation arising from the Contractor's delivery of healthcare services pursuant to this contract. Accordingly, in addition to the duties specified in section A.5.m. above, the Contractor shall be required to furnish all evidence and to provide all general and expert testimony requested by the State in connection with inmate litigation. The Contractor shall notify the State whenever an agent, affiliate, independent sub-contractor, or any person performing services under this contract is asked to testify or provide an opinion/evidence in any litigation involving the TDOC, its staff, or any inmate.
- f. Inmate Co-Pay. The TDOC has instituted a fee for service for inmate health care, which is payable to the State. The Contractor will comply with the reporting standards of the TDOC's Inmate Co-payment for Health Services policy.
- g. Pre-Release Planning and Transitional Services. The Contractor is responsible for assisting in the coordination of medical services for inmates' pre-release planning in accordance with the TDOC's policy. In addition, the Contractor is responsible for issuing inmates a 30-day supply of medications upon their release. The Contractor must comply with the State's medication policies.

A.18. CONTRACT MONITORING. The Contractor is required to meet the performance measures listed in **Attachment Three** of this contract. To evaluate and assess that all standards are being met and that the Contractor is in full compliance with the Contractor's proposal and this contractual agreement, the TDOC shall provide Contract Monitors. The Contractor's activities shall be subject to monitoring and evaluation by the State in accordance with section **D.11.** of this contract. To accomplish this objective the Contractor shall cooperate fully with all monitoring activity and ensure that the TDOC Contract Monitors have full access to all clinical and corporate files including, but not limited to, personnel records, payroll records, licensure certification, employee evaluations, physician billing, hospital or other outside invoices, or any other contract entered into by the Contractor for purposes of carrying out the requirements of the contract. This method of review and reporting shall be ongoing, comprehensive, and expeditious.

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

- a. Review of service levels, quality of care, and administrative practices as specified in the contract.
- b. Report on a monthly basis to the TDOC Director of Nursing and TDOC Medical Director to address contractual issues.
- c. Assist in the development of contractual changes (amendments) for approval by the Director of Clinical Services or designee.
- d. Review the Contractor's documentation to ensure compliance with contractual obligations.
- e. Review of the Contractor's Personnel Work Schedules, Time Sheets, Personnel Records, and Wage Forms to ensure compliance with staffing levels and contractual obligations.
- f. Review of all files, records, and reports pertinent to the provision of inmate health care.
- g. Review of medical billings to determine appropriateness to contractual specifications and cost effectiveness to the TDOC.
- h. Conduct site visits, interviews, and inspections, as required, to provide a health services program.

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 health care, 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. Based on these reports, the State may require that the Contractor take specified corrective action.

A.19. INNOVATION INITIATIVES: The State will entertain proposals from the Contractor for initiatives which reduce costs and/or improve service. The Contractor shall submit to the TDOC Medical Director any such proposal in writing, outlining in detail the initiative, service improvement and/or cost reduction. Implementation of such proposal requires the prior written approval of the State.

A.20. THE TDOC'S RESPONSIBILITIES. Services supplied by the Tennessee Department of Correction shall include:

- a. Transportation/ Security. The goal of the TDOC is to provide most health services on-site at the institution where the inmate is assigned and to minimize the costs and use of transportation officers and State vehicles. The TDOC will work with the Contractor as much as possible within security and program need provisions to place inmates with medical needs at institutions that can readily provide the most on-site services.
- b. Mental Health. Currently the TDOC contracts with a private entity for mental health services.
- c. Internal E-mail and Tennessee Offender Management Information System (TOMIS) Access, to facilitate the Contractor's tracking and scheduling of inmates throughout the State's system.
- d. Physical Plant and Furnishings at TDOC Correctional Facilities. Furnishings in the medical areas, including: linens and inmate clothing, and excluding hospital beds and mattresses.
- d. Physical Plant Maintenance at TDOC Correctional Facilities.
- e. Educational and training of TDOC clinical institutional staff in conjunction with Contractor state-wide, and institutional staff to assure adequate support to enable to Contractor to meet the terms of the contract.

A.21. EMPLOYEE TRANSITION PROCESS:

- a. There are currently state employees who meet the professional qualifications as delineated in the approved minimum staffing requirements, **ATTACHMENT FOUR**, and whose positions appear in **ATTACHMENT FIVE**. The Contractor shall offer these state employees a position as an employee of the contractor. Said offer shall be at least 120% of employees' current base salary. Benefits will be the contractor's standard package. For a period of 120 days, these employees may only be terminated for cause.
- b. The positions on **ATTACHMENT FIVE** which are highlighted in yellow are positions that will be required to be assumed by the Contractor. The Contractor will offer jobs to employees currently occupying those positions at a rate of 120% of employee salaries plus the rate of Contractor benefits. Additionally, positions highlighted in rose are positions covered by an Educational Reimbursement Contract between the employee and the State. These positions will remain State positions until the contractual obligation is fulfilled.
- c. The effect on the maximum liability is outlined in section C.3.e. State staff may choose to remain as employees of the TDOC or transfer to another state position.
- d. Those employees who remain with TDOC will continue to provide health services within the scope of services delineated in the contract. The Deputy Warden at each institution and/or designee will provide supervision and participate in the annual evaluation of these individuals.



- e. Upon award of the Contract, all vacant State health positions will be designated contract positions. Any State position that is vacated for any reason will be designated as a contract position immediately.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning **SEPTEMBER 1, 2013**, and ending on **AUGUST 31, 2016**. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **TWO HUNDRED SEVENTY MILLION FIVE HUNDRED FORTY NINE THOUSAND DOLLARS (\$270,549,000.00)**. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the average daily population (in-house count at 10:30 p.m. plus inmates temporarily out to medical) times the number of days in the month times the blended per diem rate. As expansions to the individual facilities increase the operating capacities, the blended per diem rate will be recalculated based upon the new operating capacities subject to fully executed amendments to the contract.

Cost Item Service Description	Amount (per compensable increment)		
	Year 1 September 1, - December 31, 2013	Year 2 January 1 - December 31, 2014	Year 3 January 1 - December 31, 2015
Blended Per Diem Rate Per Inmate	\$11.07	\$11.16	\$10.85

- c. The Contractor shall reimburse the State fifty percent (50%) of the cost of all antiretroviral medications prescribed by physician or mid-level providers for the treatment of Hepatitis-C (HCV) and HIV/AIDS (see Section A.4.e.6.).



- d. When a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds fifty thousand dollars (\$50,000), the State will reimburse the Contractor for 75% of the cost of the hospitalization in excess of fifty thousand dollars (\$50,000). These costs do not include the four thousand dollar (\$4,000) amount described in Section A.7.d. of this contract paid by the privately managed facilities. Cost sharing shall be based on actual costs paid by the Contractor – not “billed charges.” The Contractor is responsible for negotiating the lowest rate possible to benefit both the Contractor and the State.
- e. Should employees decline the Contractor’s job offer and remain state employees, the amount billed to TDOC per month will be reduced by 140% of those employee’s salaries as listed in **ATTACHMENT FIVE**. This reflects employee’s base salary plus estimated benefits.

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TENNESSEE DEPARTMENT OF CORRECTION
 6TH FLOOR RACHEL JACKSON BUILDING
 320 6TH AVENUE NORTH
 NASHVILLE, TENNESSEE 37243-0465

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: TENNESSEE DEPARTMENT OF CORRECTION / FISCAL ADMINISTRATION
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;



- (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least **NINETY (90)** days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.



- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at **Attachment ONE**, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.



- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.



- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

MARINA L. CADRECHE, PSY.D.
 TENNESSEE DEPARTMENT OF CORRECTION
 6TH FLOOR, RACHEL JACKSON BUILDING
 320 6TH AVENUE NORTH
 NASHVILLE, TENNESSEE 37243-0465
Marina.Cadreceche@tn.gov
 Telephone # 615.253.8157
 FAX # 615.532.3065

The Contractor:

STEVEN H. WHEELER, MANAGING MEMBER AND CEO
 CENTURION OF TENNESSEE, LLC
 800 S. GAY STREET
 SUITE 201



KNOXVILLE, TENNESSEE 37929
 swheeler@mhm-services.com
 Telephone # 703.749.4600
 FAX # 703.749.1630

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS; or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$3,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate.
 - b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.



- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

- E.7. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Commissioner of the Tennessee Department of Correction, for such decision and non-competitive procurement.
- E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.



- E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.11. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- E.12. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract

- E.13. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:



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

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

- E.15. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract and in the amount equal to **FIVE MILLION DOLLARS (\$5,000,000.00)**. The Contractor shall submit the bond no later than the day immediately preceding the Contract start date and in the manner and form prescribed by the State (at Attachment **TWO** hereto), and the bond shall be issued through a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract for:

- a. the Contract term and all extensions thereof; or
- b. the first, calendar year of the Contract (ending December 31st following the Contract start date) in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** and, thereafter, a new performance bond in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** covering each subsequent calendar year of the contract period. In which case, the Contractor shall provide such performance bonds to the State no later than each December 10th preceding the calendar year period covered beginning on January 1st of each year.

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

- E.16. Copyrights and Patents. 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 or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or



other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

E.18. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

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

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

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

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

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

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



with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

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

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

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

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

E.19. **Partial Takeover.** The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no



right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.20. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
- E.21. TOMIS Security. The Contractor will at all times honor the security and confidentiality of the TDOC Tennessee Offender Management Information System (TOMIS) information and will not misuse, abuse, alter, or attempt to alter the information contained within TOMIS, except as it pertains to the use and data entry requirements necessary to fulfill the Contractor's obligations under the terms of the Contract.
- E.22. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.23. Drug Free Workplace. Contractor shall at all times maintain a drug free work force program.
- E.24. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP 32901-31158 (**Attachment 6.2**, Section B, Item B.15.) and resulting in this Contract.
- The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the State of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.
- E.25. Subcontracting and Assignment. The Contractor shall provide that all subcontracts may be assignable to the State at the State's sole discretion. Any subcontract shall also provide that the State shall not be responsible for any outstanding liability to the subcontractors incurred by the Contractor and that the State may terminate such subcontracts upon giving thirty days prior written notice with or without cause.
- Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- E.26. Sovereign Immunity. The sovereign immunity of the State shall not apply to the Contractor nor any subcontractor, agent, employee, or insurer of the Contractor. Neither the Contractor nor any subcontractor, agent, employee, or insurer of the Contractor may plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty under this Contract.
- E.27. Third Party Beneficiary. Neither the Contractor nor the State intends to create rights for any third party by the Contract and no third party beneficiary rights are created hereby. Third parties shall



mean all persons except the State and the Contractor, including but not limited to employees of Contractor, subcontractors of Contractor and inmates located at the Facility.

- E.28. Approvals. Any policies, procedures or other documents contained or referenced in this Contract subject to the State's approval under the terms this Contract shall remain subject to State prior written approval whenever they are revised, amended, replaced or supplemented.
- E.29. Pending Litigation. The State and Contractor acknowledge that the performance of this Contract may be impacted by a procurement protest filed pursuant to Tenn. Code. Ann. § 4-56-103. An appeal of this protest may be filed or has been filed in a Davidson County, Tennessee court. The State is acting in good faith and does not intend to proceed in any way that is not authorized or is prohibited by law. The parties hereto will take all appropriate steps to comply with any and all protest procedures required by state law or administrative regulation including, but not limited to, any order by the State Protest Committee referenced in Tenn. Code Ann. § 4-56-103, or any court order requiring the modification or termination of this Contract at a date earlier than the specified end date or any other such action required by court order. Any such modification or termination will not constitute breach of contract or result in either party being liable to the other for any type of damages. The parties hereto agree to work in good faith to accomplish an orderly transition between this Contract and any new contract if a different vendor is required by court order or selected pursuant to a new procurement process. The State reserves the right to settle the protest arising from RFP 32901-31158 at any time, under terms that either cancel the RFP process or terminate any contract related to the RFP process, including this Contract. Notwithstanding any other provision in the Contract to the contrary, the Contractor agrees that any modification or termination of the Contract pursuant to this paragraph shall not place either the Contractor or the State in breach of contract or result in either party being liable to the other for any type of damages. Pursuant to this paragraph, the State shall be entitled to terminate this Contract for convenience either immediately or in stages.
- E.30. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

IN WITNESS WHEREOF,

CENTURION OF TENNESSEE, LLC:

Steven H. Wheeler

STEVEN H. WHEELER, MANAGING MEMBER AND CEO

7/19/13

DATE

Steven H. Wheeler, Managing Member and CEO
 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION

Derrick D. Schofield

DERRICK D. SCHOFIELD, COMMISSIONER

7-19-2013

DATE



ATTACHMENT

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	32901-31158
CONTRACTOR LEGAL ENTITY NAME:	CENTURION OF TENNESSEE, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	██████████

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

Steven H. Wheeler

CONTRACTOR SIGNATURE

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

Steven H. Wheeler, Managing Member and CEO

PRINTED NAME AND TITLE OF SIGNATORY

7/10/13

DATE OF ATTESTATION