



## CONTRACT

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

Begin Date	End Date	Agency Tracking # 32901-31230	Edison Record ID		
Contractor Legal Entity Name			Edison Vendor ID		
Goods or Services Caption (one line only) Inmate Health Services					
Contractor <input checked="" type="checkbox"/> Contractor		CFDA #			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017					
2018					
2019					
2020					
TOTAL:					
<b>Contractor Ownership Characteristics:</b> <input type="checkbox"/> Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Other:					
<b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary)					
<input checked="" type="checkbox"/> Competitive Selection		RFP			
<input type="checkbox"/> Other					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional)		Account Code (optional)			

**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**DEPARTMENT OF CORRECTION**  
**AND**  
**CONTRACTOR NAME**

This contract (the "Contract"), by and between the State of Tennessee, Department of Correction ("State" or "TDOC") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of **Inmate Health Services**, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**  
Contractor Place of Incorporation or Organization: **Location**  
Contractor Edison Registration ID # **Number**

**A. SCOPE:**

A.1. **SCOPE OF SERVICES - GENERALLY.** The Contractor shall provide the Goods and Services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract at the facilities outlined in Section A.13. The Contractor shall provide all personnel, equipment (except as otherwise identified herein) and supplies, as well as all on-site specialists, transportation services for emergency hospitalization or other secondary care necessary to provide the Services to the State's inmate population. The contractor shall also provide specialty clinics and coordinate hospitalization and offsite care, as medically necessary to provide the Services. Additionally, the contractor shall be responsible for the Utilization Review and Management of all care rendered on-site and off-site as part of the Services provided by Contractor under this Contract.

A.2 Definitions.

- a. Acquired Immunodeficiency Syndrome ("AIDS") shall mean a chronic potentially life-threatening condition caused by the Human Immunodeficiency Virus Infection (HIV).
- b. Adjunct Appointments shall mean any academic faculty title preceded with the qualifier "adjunct" which denotes part-time teaching status (usually less than half-time). Adjunct academic faculty may have primary employment elsewhere and are sometimes unpaid positions.
- c. Advanced Cardiac Life Support ("ACLS") shall mean a constellation of clinical interventions for the urgent treatment of cardiac arrest, stroke and other life-threatening medical (non-traumatic) emergencies, which are beyond basic life-support skills and knowledge. ACLS entails airway management, accessing veins, interpretation of ECG/EKGs, application of emergency pharmacology and early defibrillation with automated external defibrillators.
- d. Advanced Practice Nurse ("APN") shall mean a nurse having education beyond the basic nursing education and certified by a nationally recognized professional

organization in a nursing specialty, or meeting other criteria established by a Board of Nursing.

- e. Advanced Practice Registered Nurse (“APRN”) shall mean a nurse with post-graduate education in nursing. APRNs are prepared with advanced didactic and clinical education, knowledge, skills, and scope of practice in nursing. APRN defines a level of nursing practice that utilizes extended and expanded skills, experience and knowledge in assessment, planning, implementation, diagnosis and evaluation of the care required.
- f. Advisory Committee on Immunization Practices (“ACIP”) shall mean a committee that provides advice and guidance on effective control of vaccine-preventable diseases in the U.S. civilian population. The ACIP develops written recommendations for routine administration of vaccines to the pediatric and adult populations, along with vaccination schedules regarding periodicity, dosage, and contraindications. ACIP statements are official federal recommendations for use of vaccines and immune globulins in the U.S., and are published by the Centers for Disease Control and Prevention.
- g. Against Medical Advice (AMA) shall mean an instance where a patient may elect to leave a hospital or refuse to undergo prescribed treatment counter to medical advice.
- h. Alternative Treatment Plan (“ATP”) shall mean a compromise plan of treatment deviating from the ideal plan in scope and financial investment.
- i. American Correctional Association (“ACA”) shall mean the accreditation body for correctional, jail and detention facilities. It develops standards for all areas of corrections and implements a system for accreditation for correctional programs, facilities and agencies based on these standards. Also, it supports laws and administrative procedures to safeguard the rights of corrections workers, victims, and offenders in the adult and juvenile correctional process.
- j. ACA Accreditation Audit Inspection shall mean an inspection that is conducted every 3 years by an ACA inspection team that is measuring an institution’s performance by ACA standards.
- k. American Institute for Ultrasound in Medicine shall mean a multidisciplinary medical association of more than 9000 physicians, sonographers, scientists, students, and other health care providers. Established more than 50 years ago, the AIUM is dedicated to advancing the safe and effective use of ultrasound in medicine through professional and public education, research, development of guidelines, and accreditation
- l. American Optometric Association shall mean a professional organization founded in 1898 which represents doctors of optometry, optometry students and paraoptometric assistants and technicians in the United States.
- m. Ancillary Services shall mean those services described in Section A.12
- n. Average Daily Census (“ADC”) shall mean the average number of patients per day in a hospital over a given period of time.

- o. Average Length of Stay (“ALOS”) shall mean the average period in days that the average person stays in the hospital for a particular procedure or with a particular illness.
- p. Barium Enema (“BE”) shall mean an x-ray examination of the large intestine (colon and rectum) used to help diagnose diseases and other problems affecting the large intestine.
- q. Basic Cardiac Life Support (“BCLS”) shall mean emergency procedures implemented to maintain viability of heart tissue until advanced support is available. It includes cardiopulmonary resuscitation and automated external defibrillator use.
- r. BCCX shall mean the Bledsoe County Correctional Complex, as specified below:
  - a. Site 1: Intake; and
  - b. Site 2: Time building.
- s. Business Associate (“BA”) shall generally have the same meaning as term is defined at 45 C.F.R. § 160.103.
- t. Business Associate Agreement (“BAA”) shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103.
- u. Cardiopulmonary Resuscitation (“CPR”) shall mean an emergency procedure performed in an effort to manually preserve intact brain function until further measures are taken to restore spontaneous blood circulation and breathing in a person who is in cardiac arrest.
- v. Central Pharmacy Contractor shall mean a Contractor providing pharmacy operation and prescription filling and packaging services at the Deberry Special Needs Facility. The TDOC Central Pharmacy Contractor also insures that prescriptions are delivered to inmates at TDOC facilities across the State.
- w. Central Transportation shall mean the TDOC division which coordinates and transports inmates between State and privately managed facilities, to court, hospital or other locations as determined necessary by TDOC leadership.
- x. Centers for Disease Control and Prevention (“CDCP”) shall mean one of the major operating components of the United States Department of Health and Human Services and is recognized as the nation’s premiere health promotion, prevention, and preparedness agency.
- y. Certified Nursing Technician (“CNT”) shall mean a nursing aide or a certified nursing assistant “”, works with elderly, disabled, and infirm patients to help them perform routine daily tasks. They may also perform basic medical tasks, such as taking and recording vital signs. Certified nursing technicians need to complete a short training program that combines classroom studies with hands-on clinical practice, and they pass a state certification examination.

- z. Chief Financial Officer shall mean the person who is responsible for the management and oversight of the TDOC's annual budget.
- aa. Clinical Laboratory Improvements Amendments of 1988 ("CLIA") shall mean regulations including federal standards applicable to all U.S. facilities or sites that test human specimens for health assessment or to diagnose, prevent, or treat disease.
- bb. Clinical Modification ("CM") shall mean the clinical modification coding system that connects health issues that arise in patients, by using three- to five-digit alphanumeric codes to indicate signs, symptoms, diseases, conditions, and injuries to payers injuries, diseases, and conditions.
- cc. Clinical Pharmacist—The Contractor shall provide a clinical pharmacist to the State Chief Medical Officer who is dedicated to the Tennessee Contract and who is available by phone, e-mail, and on site visitation as indicated by State. The Clinical Pharmacist shall assist the State Chief Medical Officer in the implementation and education of physicians to improve prescription patterns and additional activities as requested by the State.
- dd. Commissioner shall mean the Commissioner of the TDOC along with Deputies or Assistants as enumerated in the Contract.
- ee. Computed Tomography ("CT") shall mean cross-sectional Imaging based on the variable absorption of x-rays by different body tissues. The imaging is used for a variety of diagnostic and therapeutic purposes.
- ff. Continuous Positive Airway Pressure ("CPAP") shall mean a method of positive pressure VENTILATION used with patients who are breathing spontaneously, done to keep the alveoli open at the end of exhalation and thus increase oxygenation and reduce the work of breathing
- gg. Continuous Quality Improvement ("CQI") shall mean a system that seeks to improve the provision of services with an emphasis on future results. CQI uses a set of statistical tools to understand subsystems and uncover problems, but its emphasis is on maintaining quality in the future, not just controlling a process.
- hh. CQI Coordinator shall mean the full-time nurse who shall serve as the point of contact and have the authority and responsibility for developing and implementing the CQI Program.
- ii. Continuous Quality Improvement program ("CQI Program") shall mean the program that TDOC has implemented to implement CQI.
- jj. "Continuous Quality Improvement Committee" shall mean the TDOC committee whose mission is to promote wellness among offenders in TDOC custody in a consistent manner throughout the State. The committee also identifies opportunities for improvements which impact health care, then evaluate and recommend corrective actions for operational or clinical management.
- kk. "Contractor" shall mean the organizational entity serving as the primary Contractor with whom a contract shall be executed. The term Contractor shall include all

employees, subcontracts, agents, volunteers, and anyone acting on behalf of, in the interest of, or for the Contractor.

- ll. “Contractor-Owned Software,” shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial “off-the-shelf” software which is not developed using State’s money or resources.
- mm. Core Civic shall mean the contractor formerly known as Corrections Corporation of America (CCA) which manages four TDOC facilities – South Central Correctional Facility, Hardeman County Correctional Facility, Whiteville Correctional Facility and Trousdale Turner Correctional Facility.
- nn. Correctional Offender Management Electronic Tracking (“COMET”) shall mean the Commercial Off-The-Shelf (COTS) software application, and TOMIS replacement, which enables TDOC to effectively manage Offenders by utilizing current technologies and which conforms to the CTA standards and best practices.
- oo. Corrections Corporation of America (“CCA”) shall mean the contractor now known as Core Civic, which manages four TDOC facilities – South Central Correctional Facility, Hardeman County Correctional Facility, Whiteville Correctional Facility and Trousdale Turner Correctional Facility.
- pp. Correctional Technology Association (“CTA”) shall mean the association of public, non-profit network of professionals actively involved in leveraging technology in the field of corrections.
- qq. Covered Entity shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103.
- rr. Custom-Developed Application Software, shall mean customized application software developed by Contractor for State under this Contract intended to function in connection with the Contractor-Owned Software.
- ss. Deoxyribonucleic Acid (“DNA”) shall mean a nucleic acid that carries the genetic information in cells and some viruses, consisting of two long chains of nucleotides twisted into a double helix and joined by hydrogen bonds between the complementary bases adenine and thymine or cytosine and guanine. DNA sequences are replicated by the cell prior to cell division and may include genes, intergenic spacers, and regions that bind to regulatory proteins.
- tt. Dental Services shall mean those Services described in Section A.6 of this Contract.
- uu. Dental Director shall mean a dentist appointed by the Contractor who shall have the authority and responsibility of resolving dental issues through treatment of inmates at State facilities, as provided in Section A.6 of this Contract.
- vv. Diagnosis Related Grouping (“DRG”): shall mean a program in the U.S. for billing for medical and especially hospital services by combining diseases into groups according to the resources needed for care, arranged by diagnostic category. A dollar value is assigned to each group as the basis of payment for all cases in that group.

- ww. DIRECT means the Direct Project, which is an open-source project of the National Institutes of Health of the U.S. Department of Health and Human Services, which develops secure, scalable, standards-based way to establish universal health addressing and transport for participants (including providers, laboratories, hospitals, pharmacies and patients) to send encrypted health information directly to cryptographically validated recipients over the Internet.
- xx. Director of Clinical Services shall mean the TDOC Director of Clinical Services.
- yy. Director of Nursing (“DON”) shall mean a State position responsible for oversight of State and Contractor nursing staff.
- zz. DSNF shall mean the Lois M. DeBerry Special Needs Facility.
- aaa. Drug Enforcement Administration (“DEA”) shall mean the federal law enforcement agency under the U.S. Justice tasked with combatting drug smuggling and use within the United States.
- bbb. Diagnostic Consultant shall mean the staff member assigned to gather clinical information from inmates entering TDOC custody.
- ccc. Educational Reimbursement Contract shall mean the contract signed by TDOC and the TDOC employee whose higher education tuition is paid by TDOC. and which states repayment terms spent by the State.
- ddd. Electronic Health Record (“EHR”) shall mean a systematized collection of patient and population electronically-stored health information in a digital format.
- eee. Electrocardiology (“EKG”) shall mean a test that checks for problems with the electrical activity of the heart. An EKG shows the heart's electrical activity as line tracings on paper.
- fff. Emergency Care Services shall mean those Services described in Section A.7 of this Contract.
- ggg. Emergency Room (“ER”) shall mean a medical treatment facility specializing in emergency medicine, the acute care of patients who present without prior appointment; either by their own means or by that of an ambulance
- hhh. Emergency Room Report (“ER Report”) shall mean a daily report of emergency room and inpatient utilization.
- iii. Facility shall mean a place, institution, building, set of buildings, structure, or area that is used by an agency for the confinement of individuals.
- jjj. Fecal Occult Blood Test (“FOB”) shall mean a test to detect hidden blood in the feces which is not visibly apparent.
- kkk. Fiscal Year shall mean the twelve (12) month period beginning July 1 and ending June 30 of each year.

- lll. Food Handler's Permit shall mean a certificate provided after a physical examination where an offender was found to be free of disease and capable of working in facility food service operations.
- mmm. Full-Time Equivalent ("FTE") shall mean the number of employees on full-time schedules plus the number of employees on part-time schedules converted to a full-time basis.
- nnn. Health Information Service Provider ("HSIP") shall mean an organization that provides management of security and transport for directed exchange of PHI for a sending or receiving organization.
- ooo. Health Service Administrator ("HSA") shall mean the State staff position housed at each TDOC managed institution that is administratively responsible to the Warden or designee for the provision of health services to the inmate population.
- ppp. Hepatitis B Vaccine ("HBV") shall mean a vaccine created to treat the infectious disease caused by the hepatitis B virus which affects the liver.
- qqq. Hepatitis-C Vaccine ("HCV") shall mean a vaccine created to treat the infectious disease caused by the hepatitis C virus which primarily affects the liver.
- rrr. HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-91, Stat. 1936. Hospitalization Services shall mean those Services described in Section A.8 of this Contract.
- sss. Human Immunodeficiency Virus ("HIV") shall mean a lentivirus (a subgroup of retrovirus) that causes HIV infection and over time acquired immunodeficiency syndrome (AIDS).
- ttt. Infirmary Care shall mean safely meeting inmate medical needs.
- uuu. International Classification of Diseases ("ICD-9") shall mean the standard international system of classifying mortality and morbidity statistics which is used by healthcare facilities to defined diseases and allocate resources to provide care.
- vvv. Inmate or Prisoner shall mean a person incarcerated or detained in a prison or jail.
- www. Institution shall mean a place, building, set of buildings, structure, or area that is used by an agency for the confinement of individuals.
- xxx. Inpatient Days Per Month ("IDPM") shall mean the number of days of service received by patients during a month.
- yyy. Intravenous ("IV") shall mean drug therapies administered inside a patient's vein.
- zzz. Intravenous Pyelogram ("IVP") shall mean an x-ray exam that uses an injection of contrast material to evaluate your kidneys, ureters and bladder and help diagnose blood in the urine or pain in your side or lower back
- aaaa. Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") shall mean an independent, not-for-profit organization which accredits and certifies nearly 21,000 health care organizations and programs in the United States.



- bbbb. Magnetic Resonance Imaging (MRI) shall mean a test that uses a magnetic field and pulses of radio wave energy to make pictures of organs and structures inside the human body.
- cccc. Medical Administration Record (“MAR”) shall mean a report that serves as a legal record of the drugs administered to a patient at a facility by a health care professional. The MAR is a part of a patient's permanent record on their medical chart.
- dddd. Medication Error Report shall mean a medication error review process developed with the State that includes electronic tracking, reporting and trending of dispensing and administration errors.
- eeee. Medication Report shall mean a report relating to medications prescribed to inmates.
- ffff. Methicillin-Resistant Staphylococcus Aureus (“MRSA”) shall mean a bacterium that causes infections in different parts of the body and that is difficult to treat because it is resistant to commonly used antibiotics.
- gggg. MCCX shall mean the Morgan County Correctional Complex.
- hhhh. Mid-Level Provider shall mean a clinical professional with advanced practice training that legally authorizes him/her to treat patients and prescribe medication under protocols developed by his/her supervising Physician. Mid-Level providers may include (but are not limited to) a Physician Assistant, an Advanced Practice Nurse with a master level of training or doctorate, and a certificate of fitness in their field of expertise. These providers are licensed through the State of Tennessee.
- iiii. MLCC shall mean the Mark H. Luttrell Correctional Center.
- jjjj. National Crime Information Center (“NCIC”) shall mean a computerized index of criminal justice information such as criminal record history information, fugitives, stolen properties, missing persons. It is available to Federal, state, and local law enforcement and other criminal justice agencies and is operational 24 hours a day, 365 days a year.
- kkkk. National Provider Identifier Standard (“NPI”) shall mean a unique identification number for covered health care providers. Covered health care providers and all health plans and health care clearinghouses shall use the NPIs in the administrative and financial transactions adopted under Health Insurance Portability and Accountability Act (HIPAA).
- llll. NECX shall mean the Northeast Correctional Complex, as described below:
- a. Main (Johnson County);
  - b. Annex (Carter County).
- mmmm. NWCX shall mean the Northwest Correctional Complex.

- nnnn. No Known Allergy (“NKA”) or No Known Drug Allergy (“NKDA”) shall mean a code used on patient medical chart to indicate no allergies or drug allergies of which are known to the patient or to medical providers.
- oooo. Onsite Chemotherapy Infusion Program (OChIP) – State program where inmates requiring chemotherapy who are determined to be eligible for non-hospital setting treatment and who are determined clinically stable at the time treatment is needed are provided chemotherapy infusion at either TPW or DSNF.
- pppp. Online Sentinel Event Log (“OSEL”) shall mean a web based database that allows for data entry that is searchable with reporting capabilities. TDOC is currently utilizing specific software developed by the current inmate health services contractor.
- qqqq. Occupational Safety and Health Administration (“OSHA”) shall mean the agency of the United States Department of Labor established under the Occupational Safety and Health Act, Pub. L. 91-596, 84 Stat. 1590.
- rrrr. Peer Review Program – Program wherein the credentials and clinical performance of Physicians (to include psychiatrists), dentists are reviewed by the Peer Review Committee. Oversight of the Peer Review Committee is the responsibility of the State’s Chief Medical Officer.
- ssss. Pharmacy Services shall mean the coordination of pharmaceutical services with the State Central Pharmacy Contractor, as described in Section A.9 of this Contract.
- tttt. Pharmacy and Therapeutics Committee (“P and T Committee”) means the subcommittee of TDOC’s Statewide Continuous Quality Improvement Committee. The P and T Committee consists of teams of experienced clinicians and administrators meet on a regular basis to review, evaluate and make recommendations to improve all services. The duties of the P and T Committee include determining and maintaining a list of over-the-counter medications approved for availability in facility commissaries, formulary development, and determinations of which medications with the potential for abuse and prescribing limits for such substances.
- uuuu. Physician’s Assistant (“PA”) shall mean a healthcare professional who provides healthcare within the medical model as part of a team with physicians and other providers, holding a qualification that can be gained in less time than a medical degree.
- vvvv. Physical Therapy (“PT”) shall mean a type of treatment needed when health problems make it hard to move around and perform everyday tasks. It helps improve movement and may relieve pain. It also helps improve or restore a patient’s physical function and fitness level
- wwww. Positron Emission Tomography (“PET”) shall mean a scanning method to provide information on brain function as well as anatomy. This information includes data on blood flow, oxygen consumption, glucose metabolism, and concentrations of various molecules in brain tissue.

- xxxx. Physician shall mean an individual that completes the requirements and has earned a medical doctor (“MD”) from an allopathic school of medicine or a Doctor of Osteopathic medicine from an osteopathic school of medicine or a foreign medical graduate equivalent licensed by Tennessee Department of Health to practice medicine in the State of Tennessee.
- yyyy. Policy shall mean a set of decisions, policies and practices pertaining to the internal operation or actions of an agency, as may be revised from time to time, and as provided at Tenn. Code Ann. § 4-5-102.
- zzzz. Policy Change Notice (“PCN”) shall mean the mechanism by which a minor number of changes in a policy or as a housekeeping measure are accomplished.
- aaaa. Pharmacy Services shall mean those Services described in Section A.9 of this Contract.
- bbbb. “Primary Care Services” shall mean those Services described in Section A.4 of this Contract.
- cccc. Prison Rape Elimination Act (“PREA”) of 2003 shall mean Pub. L. 108-79, 117 Stat. 972.
- dddd. Protected Health Information (“PHI”) shall mean any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity or a BA and that can be linked to a specific individual.
- eeee. Purified Protein Derivative (“PPD”) shall mean a skin test used to diagnose silent (latent) tuberculosis (TB) infection.
- ffff. Regional Infirmaries shall mean regional subacute infirmaries at MCCX, WTSP, and TPFW.
- gggg. Request for Proposal (“RFP”) shall have the same meaning as provided at Tenn. Comp. R. & Regs., ch. 0690-03-01-.02(1)(ddd).
- hhhh. Restrictive Housing shall mean the correctional practice of housing some inmates separately from the institution’s general population and imposing restrictions on the inmate’s movements, behavior and privileges.
- iiii. Rights Transfer Application Software shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- jjjj. RMSI shall mean the Riverbend Maximum Security Institution.
- kkkk. Safe keeper shall mean inmates who are confined under mandatory restrictive housing to TDOC custody who have not been adjudicated and/ or formally sentenced.

lllll. Secure direct messaging shall mean a national encryption standard for securely exchanging healthcare data via the internet. It specifies the SECURE, scalable and standards-based method for the exchange of Protected Health Information (PHI).

mmmmm. Services shall mean all the services performed by the Contractor as required under this Contract necessary to provide medical care to the State's inmate population and includes "Primary Care Services" as described in Section A.4., "Specialty Care Services" as described in Section A.5., "Dental Services" as described in Section A.6., "Emergency Care Services" as described in Section A.7., "Hospitalization Services" as described in Section A.8., "Pharmacy Services" as described in Section A.9., "Staffing Services" as described in Section A.10., "Utilization Management and Review Services" as described in Section A.11., and "Ancillary Services" as described in Section A.12.

nnnnn. SOAP Format ("SOAP") shall mean medical charting/documentation clinical assessments in the health record. S stands for subjective – patient reported complaint(s), history and symptoms. O stands for Objective – examinations and diagnostic tests. A stands for Assessment – diagnostic impression, rule-outs. P stands for Plan – Treatment plan, interventions and follow-up.

ooooo. Special Clinic Rooms shall mean clinic rooms separate from main facility clinical areas set aside for inmates in special and restrictive housing close to their housing assignments so as to reduce the time and distance necessary to transport such inmates to clinical areas, hence reducing security and disease transmission risks. These facility clinic rooms with appropriate security or contagion control so that restricted housing or inmates requiring specified levels of medical care can be seen without moving them through general population facility areas.

ppppp. Special and Restrictive Housing shall mean inmate housing within TDOC facilities for inmates based on medical needs and levels of care or inmates under a sentence of death placed in single-cells and housed in a Maximum Security Administrative Segregation Unit separated from the general facility population.

qqqqq. Specialty Care Services shall mean those services described in **Section A.5** of this Contract.

rrrrr. Staffing Services shall mean those services described in Section A.10 of this Contract.

sssss. State Facility or State Facilities shall have the meaning ascribed to these terms in Section A.13. of this Contract.

ttttt. State Employed Personnel shall mean persons who are employees of the government of Tennessee. for wages or a salary and shall not mean a contractor or sub-contractor for the purpose of fulfilling contractual requirements under an agreement or contract between a supplier and the state of Tennessee.

uuuuu. Strategic Technology Solutions ("STS") shall mean the division within Tennessee Department of Finance and Administration which serves as the state's central information processing organization and as a computer service bureau to state agencies.

- vvvvv. TDOH shall mean the Tennessee Department of Health.
- wwwww. TPFW shall mean the Tennessee Prison For Women, as described below:
- a. Tennessee Prison for Women, Nashville, TN.; and
  - b. The Next Door Program, Chattanooga, TN.
- xxxxx. Telehealth or Telemedicine shall have the same meaning as provided at Tenn. Code Ann. § 63-1-155.
- yyyyy. Telemedicine Equipment shall mean videoconferencing systems used in telemedicine comprised of cameras, monitors, graphics cards, lighting and any other necessary system components.
- zzzzz. Telemedicine Report shall mean a report that incorporates a tracking system that details daily Telemedicine events, including consultation requests and completions.
- aaaaa. The Patient Protection and Affordable Care Act (“PPACA” or “Affordable Care Act”) shall mean Pub. L. 111-148, 119 Stat. – 124.
- bbbbb. Tennessee Offender Management Information System (“TOMIS”) shall mean the Management Information System of Record for the Tennessee Department of Correction. TOMIS shall be replaced by COMET during the term of this Contract.
- ccccc. Tennessee Occupational Safety and Health Administration (“TOSHA”) shall mean the Tennessee Occupational Safety and Health Administration.
- dddddd. Third-Party Software shall mean software not owned by the State or the Contractor.
- eeeee. Tuberculosis (“TB”) shall mean an infectious disease usually caused by the bacterium *Mycobacterium tuberculosis* (MTB). Tuberculosis generally affects the lungs, but can also affect other parts of the body.
- ffffff. TCIX shall mean Turney Center Industrial Complex & Annex, as described below:
- a. Site 1: Hickman County; and
  - b. Site 2: Wayne County.
- ggggg. TB Skin Test (“TST”) shall mean a skin test administered to detect tuberculosis.
- hhhhh. Upper Gastrointestinal (“UGI”) shall mean a test which looks at the upper and middle sections of the gastrointestinal tract using barium contrast material, fluoroscopy, and X-ray.
- iiiiii. Utilization Management (“UM”) shall mean a set of techniques used by or on behalf of purchasers of health care benefits to manage health care costs by influencing patient care decision-making through case-by-case assessments of the appropriateness of care prior to its provision.

jjjjj. Utilization Management Process shall mean a process detailed by the Contractor on how health care costs will be managed through case-by-case assessments of the appropriateness of care prior to its provision. The written process must be approved in writing by the State.

kkkkk. Utilization Management and Review Services shall mean those services described in Section A.11 of this Contract.

lllll. Utilization Management and Review Services Report shall mean a Report that details inpatient and hospital statistics and the history of requests for Specialty Care Services.

mmmmm. WTSP shall mean the West Tennessee State Penitentiary:

- a. Site 1: Female Site; and
- b. Site 2: Male Site.

nnnnn. “Work Product” shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State’s money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

ooooo. “Wound Care” shall mean care of the skin when it is broken or damaged because of injury which may be the result of mechanical, chemical, electrical, thermal or nuclear sources.

A.3. GENERAL REQUIREMENTS. The Contractor shall provide the Services in accordance with the terms and conditions of this Contract to the inmate population confined in the State Facilities.

- a. Minimum Standards and Requirements. All Services provided by Contractor shall meet the following standards and requirements:
  - 1. The Contractor shall provide medically necessary Services in compliance with applicable federal, State or local laws, court decisions, court orders, consent agreements, or State policies, whether currently existing or as may be enacted, rendered, issued or amended during the Term of this Contract. The Services rendered by Contractor shall meet the generally accepted standards of medical care as promulgated by professional organizations such as the American Correctional Association, the American Medical Association, the American Correctional Association, and the American Correctional Health Services Association.
  - 2. Contractor is responsible for adequate staffing at each State Facility. The Contractor shall secure written approval from each State Facility warden and the Chief Medical Officer concerning the proposed staffing pattern for that State Facility and include this as part of Contractor’s final staffing plan.

3. The Services shall be provided by Contractor utilizing on-site services, including Telemedicine, before resorting to community based hospitals or facilities.
  4. Contractor shall establish a Utilization Management process for review and approval.
  5. The State retains the right to alter Contractor's staffing plan. Any reductions in employees shall result in a reduction in the payments under the Contract by the amount listed in the 120% column in Attachment Five for the affected Contractor employees. Additions to the staffing plan shall result in an increase in payments equal to the average of the 120% columns for similar Contractor employees at the affected State Facility.
- b. **Minimum Staffing Requirements.** The Contractor shall employ sufficient personnel staffing and utilize appropriate resources to achieve compliance with this Contract. At a minimum, Contractor shall provide the following coverage:
1. **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 twenty (24) hour, seven (7) days per week, emergency coverage with telephone response being required within thirty (30) minutes of a notification call from each facility. An emergency phone call shall be defined as a call referring to an acute injury or illness that poses an immediate risk to a person's life or long term health. This shall include reporting any critical laboratory data and critical imaging results. This includes but is not limited to the communication of orders for emergency treatment necessary to protect life or limb, relief of undue suffering, or treatment necessary to stabilize the condition. The institutional Physician shall be responsible and is the 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 or her presence is required, give verbal orders and a treatment plan to nursing staff. Mid-Level providers shall provide on-site treatments for medical problems or injuries requiring sutures and minor surgical procedures as required on a 24-hour basis.
  2. **Nursing Coverage.** The Contractor shall provide on-site twenty (24) hours, seven (7) days per week nursing coverage as specified in the approved institutional staffing plans. Nursing shall include any required RN, LPN, and CNT staffing of medical and mental health units at all sites. The Contractor shall provide on-site 24 hours per day/seven days per week nursing coverage at all sites according to the Contract staffing pattern. At a minimum one RN supervisor shall be required per shift for all institutions.
  3. **Mental Health Nursing Coverage.** The Contractor shall provide coverage twenty-four (24) hour, seven (7) days per week on the Supportive Living Units and provide coverage as specified in the approved institutional staffing plans. The Mental Health Nursing staff shall be dedicated to the

care and delivery of Behavioral Health Services and shall not be reassigned or diverted to routine patient care except in temporary or emergency situations as defined by the Associate Warden of Treatment or designee. Duties shall include triage of mental health sick call; drawing labs, checking vitals and other requests made by the Physician or Mid-Level providers, and respond to behavioral health referrals. The Mental Health Nurse shall administer involuntary psychotropic medications, ensure that medication is crushed in accordance with TDOC Administrative Policy and Procedure, Index (“TDOC Policy”) #113.71, track medication compliance, and ensure medication orders are submitted timely. The Mental Health Nurse shall serve as the liaison between providers and conservators communicating with onsite and on call psychiatry and assess the need for suicide precaution/mental health seclusion. The Mental Health Nurse shall be responsible for conducting general wellness groups, hygiene groups, attend weekly treatment team meetings and conduct psychoeducational medication groups. The Mental Health Nurse shall complete suicide precaution/mental health seclusion rounds daily, complete CR-3082 forms, and enter mental health data into the State’s offender management system eTomis or COMET).

- c. Nursing Protocols. The Contractor is required to submit nursing protocols to the State for review and written approval within the first thirty (30) days of the Contract Effective Date and annually thereafter. Nursing protocols shall be applicable for all nursing staff including State employees and contractors. Any changes to the nursing protocols shall require written approval by the State.
- d. Adjunct Appointments. The Contractor shall facilitate Physician, Mid-Level, and nursing staff adjunct appointments at all academic institution partners in the correctional healthcare rotations. These rotations shall provide healthcare training exposure to students enrolled in the partner academic institutions. If a stipend is required by federal law for the compensation of resident training programs, the Contractor shall be responsible for reimbursing the academic institution in accordance with federal and State laws. The residents or students shall not be regarded as employees of the Contractor or State.
- e. Medication Administration. The Contractor’s nurses shall administer all controlled, high abuse potential drugs and psychotropic medications to inmates. Medications shall be administered through a medication window or cell block distribution process. Nurses shall administer medications daily or as prescribed to inmates in restrictive housing units or mental health units. The Contractor shall comply with TDOC Policy #113, Management of Pharmaceuticals.
- f. 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 State policy as approved by the Warden of the correctional facility.



- g. 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 Mid-Level supervisor does not adhere to the agreement with the Physician supervisor, the matter shall be referred directly to the State Chief Medical Officer or designee for disposition.
- h. Medical Records. Contractor's staff shall complete each inmate's medical record with appropriate legible entries in subjective objective assessment plan (SOAP) format or such other format approved by the TDOC Policy #113.50. Contract staff shall 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 shall be printed and organized according to State policy for transfer of any inmate to another State Facility. Medical records shall be the property of the State and shall be returned to the State at the end of the Term in a format acceptable to the State. All medical records shall be maintained by Contractor in accordance with Public Records Commission policy under Secretary of State Records Disposition Authorization 1458.
- i. Therapeutic Diets. The Contractor shall be responsible for overseeing the assessment of nutritional requirements and management of inmates' special diet orders. The cost of food is the responsibility of the State. The Contractor shall be responsible for all allergy testing in accordance with Policy #113.35 to support medical need for therapeutics diets.
- j. Inmate Health Education. The Contractor shall develop and implement an inmate health education program in accordance with TDOC Policy 113.40. The Contractor shall demonstrate specific efforts to facilitate wellness or preventative education training programs such as making healthy food choices. Mental Health nurses shall be responsible for conducting Psycho-Educational groups for mentally ill offenders.
- k. Security Considerations. The Contractor shall alert State security staff when particular medical orders implicate security concerns within State Facilities.
- l. Scheduling of Services. The Contractor shall coordinate all inmate medical appointments with the affected State Facilities and Central Transportation. The Contractor shall provide to the State Central Office, Central Transportation, and affected State Facilities, 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, State 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 procedures shall conform to applicable State policies governing assessment of health complaints, inmate communications, and grievance review. All Contractor policy and procedures shall be approved in writing by the State. 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 providers. At the discretion of the State, inmates and family phone calls and letters shall be referred to the appropriate designated regional staff member prior to any State intervention regarding inmate health care complaints. The Contractor shall, within the timeframe specified by the request, provide timely written responses to all requests regarding inmate grievances, family/inmate complaints or third party complaints regarding the delivery of health services. Complaints regarding the plan of treatment shall be subject to review by the State Chief Medical Officer or designee 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 State's directives for medical care. For any matter of litigation arising from the delivery of health care services pursuant to this Contract, upon request by the State or its attorneys, the Contractor shall provide all information, consultation, case review, and related documentation that the State needs in review of such claims. The Contractor shall furnish all such information within such reasonable timeframe 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 State infectious disease surveillance program in accordance with State policies. This shall include tuberculosis, sexually transmitted diseases, hepatitis, Methicillin-Resistant Staphylococcus Aureus (MRSA), and HIV. The Contractor is responsible for fit testing for all Contract medical staff or Contractor employees who are subject to come into direct contact with a patient with active or suspected active TB. The Contractor shall be responsible for all corrective action stemming from OSHA citations regarding the State's infectious disease surveillance program.
- o. Bio-Hazard Waste Disposal. Contractor shall be responsible for the collection, storage, and removal of medical waste and sharps containers in accordance with State and federal regulations. The Contractor is responsible for all costs of removal and disposal.
- p. Contract Non-Compliance. The Contractor agrees that failure to comply with any provisions of this Contract may result in the assessment of liquidated damages or termination of the Contract in whole or in part, or any other remedy available to the State at law or in equity. Liquidated Damages are further described in Section E.15 and Attachment Three of this Contract.
- q. Claim Payments. The State expects Contractor to ensure that all health care providers providing offsite health care services to the State's inmate population are paid in a timely manner. The Contractor shall hire or contract with a claims payment processor to ensure that all offsite health care services providers who treat the State's inmate population are paid in a timely manner. To ensure compliance with this provision, the Contractor shall conduct a semi-annual audit of its claim payment process for accuracy.

A.4. PRIMARY CARE SERVICES. The Contractor shall provide Primary Care Services in accordance with this Contract. Physician providers and Mid-Level providers shall meet credentialing standards as outlined in section A.14 and be reviewed by the State Chief Medical Officer or his or her designee. The Contractor may also use Mid-Level Providers in accordance with Tennessee law. Primary Care Services shall include the following:

- a. Diagnostic History and Physical Examinations. Contractor shall perform a diagnostic screening, performed by a Diagnostic Consultant (DC), on all inmates immediately upon their arrival at State Facilities in accordance with TDOC Policy #113.20. A health examination shall be completed for each new State inmate that is not an intra-system transfer, within fourteen (14) calendar days after arrival at State Facilities. Exceptions shall be documented with adequate justification to the Chief Medical Officer and Warden or designee within fourteen (14) calendar days and approved in writing by the same. The examination shall be comprehensive and clinically indicated including diagnostic studies based upon the age and sex of the inmate and include the following:
  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 or other tuberculin testing as designated by State policies or the State Chief Medical Officer.
  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 shall 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 shall be provided unless refused for inmates under the age of 21.
  11. Human Immunodeficiency Virus (HIV) testing shall be provided unless refused by the inmate.
  12. Chest X-ray and Electrocardiogram, when indicated.
  13. For female inmates:
    - a. Pap Smear;
    - b. Pelvic Exam;
    - c. Breast Exam; and
    - d. HIV testing shall be mandatory for pregnant inmates or when requested and clinically indicated.
  14. Inmates age fifty (50) and older:
    - a. Fecal Occult Blood Test (FOBT);

- b. Chest X-Ray;
  - c. EKG; and
  - d. Prostatic Specific Antigen (PSA) – Male Inmates.
- 15. Females age forty (40) and older: base line mammogram and HIV testing shall be mandatory for pregnant inmates or when requested and medically necessary.
- b. Immunizations. The following immunizations shall be performed periodically in accordance with TDOC 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 shall be provided to inmate workers where there is a high risk of exposure; and
  - 6. Tetanus vaccination when clinically indicated.
- c. Other Inmate Evaluations. Other inmate examinations shall be conducted in accordance with all applicable State policies and procedures, including the following:
  - 1. Food Handler's Permit as specified in TDOC Policy # 113.24; and
  - 2. Inmate evaluations as required by ACA, State policy and procedures, or ServSafe procedures as may be updated from time-to-time.
- d. Sick Call. The Contractor shall conduct sick call seven (7) days a week in accordance with TDOC Policy 113.31. The Contractor shall coordinate the sick call schedule with the warden or designee of the State Facilities. Inmates who come to sick call shall be triaged by an appropriately licensed health professional to include Mid-Level Providers, Registered Nurses (RN), and Licensed Practical Nurses (LPN) when supervised by an onsite RN. Inmates shall be referred for medical follow-up as needed.

The Contractor shall develop a plan for nursing sick call for Special and Restrictive Housing inmates as defined in Contract Section A.2. The plan shall be submitted in writing to the warden or his or her designee at each State Facility for review and approval by the warden or his or her designee. Sick call shall be held in Special Clinic Rooms, as defined in Contract Section A.2., for special and restrictive housed inmates whenever medically possible to reduce risks associated with transporting restrictive housing inmates to the main clinic areas.

The Contractor shall provide a Physician on site and available to see sick call referrals a minimum of 3.5 hours per week per 100 inmates. The Contractor may also utilize Mid-Level Providers in addition to required Physician contact hours as determined by the State Facility's staffing pattern contained in Attachment Four.

The Contractor may submit a written request to the State Chief Medical Officer for approval of additional utilization of Mid-Level Providers.

A Physician shall be on site at State Facilities with a Physician's Assistant or nurse practitioner a minimum of one (1) day each week. On-call hours may not substitute for this requirement. Mid-Level Providers may not be used in place of a Physician.

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. In performing sick call and clinic visits, the Contractor's staff shall comply with TDOC Policy #113.15.

1. Infirmiry Care. The Contractor shall be responsible for utilizing the Regional Infirmaries. The Contractor shall provide non-emergent care onsite. Additionally, the Regional Infirmaries at the subacute facilities may provide onsite services for medium acuity care for inmates who may be housed at nearby State Facilities. SCCF is designated as a subacute infirmiry that is privately managed and beyond the scope of this Contract.
  - a. The current locations of the regional infirmaries are West Tennessee State Penitentiary and Morgan County Correctional Complex, DeBerry Special Needs Facility and Tennessee Penitentiary for Women.
  - b. The Contractor shall utilize infirmaries located at the State Facilities to their fullest extent consistent with applicable medical standards, State, federal law, or court decrees or orders. For inmates with short term medical needs, Contractor shall use infirmiry beds for the purpose of Infirmiry Care. Examples of short term medical needs only requiring Infirmiry Care include:
    - i. Controlled environment evaluations.
    - ii. Medical conditions which prevent an inmate from completing activities of daily living and functioning independently in general population but do not warrant a transfer to DSNF or TPFW.
    - iii. Step down post hospitalization care not requiring the level of care provided at DSNF.
    - iv. Conditions in which IV fluid therapy for up to a two week period which may include antibiotic administration should be provided at those State Facilities with dedicated infirmiry beds (see below).
    - v. Post Emergency Room evaluation before release into general population if clinically indicated.
    - vi. Routine wound care.

- vii. Short term orthopedic care.
- ix. Intravenous therapy, Intramuscular therapy or subcutaneous therapy administration of fluids or medications.
- x. Oxygen or Continuous Positive Airway Pressure (CPAP).
- xi. Wound care (including vacuum-assisted wound closure) and dressing changes.
- xii. Enteral nutrition.
- xiii. Burn, cast and ostomy care.
- xiv. Suction.

All inmates requiring Infirmary Care shall be adequately supervised at all times. The State Facilities' 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. The Physician shall review medical records/orders of all inmates requiring Infirmary Care. Release from the infirmary is by Physician order only. At facilities managed by the Contractor, the Contractor shall ensure that negative pressure rooms shall be routinely monitored to ensure appropriate exchanges are maintained, in accordance with applicable State law and Occupational Safety and Health Administration (OSHA) and Tennessee Occupational Safety and Health Administration (TOSHA) standards. OSHA standards can be located at <https://www.osha.gov>. TOSHA standards are available at <https://www.tn.gov/workforce/section/tosha>.

The Contractor shall assess the skills of all professional staff to ensure competency to provide the required Services, and supply as a component of credentialing a privilege list for Physicians and Mid-Level providers. Nursing staff shall document skills on a specific checklist applicable to RN's (CR-3786), LPN's (CR-3787), and CNT's (CR-3790) in accordance with TDOC Policy #113.10. The State may perform competency assessments of clinical professionals to ensure all required services at all infirmary beds. The State Facilities that contain infirmary beds are as follows:

A. EAST TENNESSEE:

- 1. Northeast Correctional Complex: eight (8) infirmary beds;
- 2. Bledsoe County Correctional Complex: eight (8) infirmary beds, including two (2) negative pressure room and;

3. Morgan County Correctional Complex: ten (10) infirmary beds (including two (2) negative pressure rooms.) This State Facility serves as a regional sub-acute center.

B. MIDDLE TENNESSEE:

1. Tennessee Prison For Women – Ten (10) infirmary beds, including three (3) double occupancy cells, two (2) single occupancy cells, and one (1) negative pressure room. This State Facility serves as a regional sub-acute center;
2. Lois M. DeBerry Special Needs Facility – Three hundred eighty one (381) medical and behavioral health beds (including 4 isolation rooms and 2 negative pressure rooms). This State Facility serves as an Extended Care Facility, as well as, a regional sub-acute center for the most acutely ill.
3. RMSI: eight (8) infirmary beds. RMSI provides infirmary care for maximum security inmates.

C. WEST TENNESSEE:

1. Northwest Correctional Complex: eight (8) infirmary beds; and
2. West Tennessee State Penitentiary: eight (8) infirmary beds. This State Facility serves as a regional sub-acute center.
2. Emergency Care Services. The Contractor shall have primary responsibility for providing Emergency Care Services for inmates, staff, volunteers, and visitors as set forth in Section A.7. of this Contract.
3. Chronic Care Clinics. The Contractor shall develop a plan for the implementation of a chronic care program for inmates with chronic medical conditions and infectious diseases (“Chronic Care Plan”), in accordance with TDOC Policy #113.32. The Chronic Care Plan shall be submitted by Contractor in writing for approval by the Chief Medical Officer or his or her designee. Once approved, the Chronic Care Plan shall be applicable to all State Facilities. The Chronic Care Plan shall detail the individual treatment plan by the responsible Physician specifying instructions for diet, medication, diagnostic testing, self-care instructions, disease education and follow-up. Changes to the Chronic Care Plan shall be submitted in writing and approved by the Chief Medical Officer or his or her designee. 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 every twelve months. Medical conditions to be addressed by Contractor under the Chronic Care Plan shall include 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 State inmate population, the State reserves the right to require Contractor to address it through a change in the Chronic Care Plan.

4. Dental Services. The Contractor shall be responsible for the coordination, provision, and costs of all Dental Services using licensed, certified and trained staff as appropriate for Dental Services. All Dental Services shall be rendered in accordance with TDOC Policy #113.60 and Section A.6. of this Contract.
5. HIV Screenings. 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.
6. Tuberculosis Screenings. The Contractor shall provide tuberculosis screenings to State employees and other Contract staff upon an agreed upon schedule determined by the State and Contractor. If the State and the Contractor cannot reach an agreement, the schedule determination shall be made by the State.

e. Staff Examinations

1. Fitness for Duty Exams.
  - a. Pre-Employment Fitness for Duty Exams – The Contractor shall also conduct fitness for duty physical exams for correctional officer candidates. The fitness for duty physicals shall include at a minimum: a height and weight check, blood pressure and pulse check, vision exam, hearing exam, chest x-ray and urinalysis. The physical exam shall also include a TB skin test, blood-type labs, a HEP B Titer, a treadmill stress test and a physical demands test.
  - b. Post-Employment Fitness for Duty Exams – The Contractor shall also conduct post-employment fitness for duty physical exams as requested by the State. In any instance where an institution requests a fitness for duty exam for a correctional officer, a request shall be sent to the Assistant Commissioner of Prisons and the State's Central Human Resource Office for approval.
2. Medical Screening for New Central Office Employees. The Contractor shall provide tuberculosis screenings, blood pressure, pulse and respiration checks to State employees including non-security and Central Office staff as well as contract staff upon an agreed upon schedule determined by the State and Contractor in keeping with TDOC policies # 305.07 and #307.09 and ACA Standard 4-4062. If the State and the Contractor cannot reach an agreement, the schedule determination shall be made by the State.



- A.5. SPECIALTY CARE SERVICES. The Contractor shall contract with all necessary specialty Physicians/providers, including dialysis services for all State Facilities to provide Specialty Care Services to the State's inmate population. The State shall require the Contractor to submit a detailed plan, to be approved by the State Chief Medical Officer to utilize Telemedicine or health services for specialty consults. Specialty Physicians shall either be board certified or board eligible. Contractor shall submit a plan for all appropriate specialty consultations to be conducted via tele-health, unless clinically contraindicated, by the first month of implementation of this Contract. Specialty Care Services required to meet health care needs shall include 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 Specialty Care Services, including timely payment of all outpatient and inpatient care required under this Contract, whether on-site or off-site. Subcontractors shall be approved in writing by the State prior to their use as stipulated in Section D.7., Assignment and Subcontracting.

- a. Board Certification. All specialists shall be either board certified or board eligible in their specialty. Specialty Care Services are limited to medical conditions that are outside the competency of the primary care Physician. Residents or intern physicians may be utilized if supervised by board eligible or board certified physicians in their specialty field. Residents and intern physicians shall comply with all State policies and procedures as may be updated from time-to-time when working for the State in this capacity.

- b. Regional Specialty Care Services. If Specialty Care Services are not available by tele-health, Contractor shall provide Specialty Care Services locally for State Facilities in the Eastern and Western regions for diagnostic testing and evaluation and same day procedures. These Specialty Care Services shall include Magnetic Resonance Imaging (MRI), Computed Tomography (CT), Intravenous Pyelogram (IVP), Upper Gastrointestinal (UGI), Barium Enema (BE) and Mammograms. The Contractor shall designate a regional representative to serve as the State Facility's liaison in coordinating these Specialty Care Services with the designated wardens and healthcare staff at each State Facility.
- c. Mobile Specialty Care Services. The Contractor shall maximize the use of on-site services at State Facilities as specified in Contractor Attachment Ten. The Contractor shall have the option to sub-contract all Specialty Care Services that can be mobilized. The Contractor shall provide mobile Specialty Care Services consisting of X-ray and ultrasound Specialty Care Services at all State Facilities. The State shall provide written approval for the subcontractor selected for mobile Specialty Care Services. In addition, the Contractor shall make provisions for on-site mobile Specialty Care Services at the female facilities, which shall include mammogram, ultrasound, and digital x-ray with viewing capabilities to radiologists resulting interpretations within 24 hours. The Contractor shall provide mobile CT and MRI Specialty Care Services as defined by State Chief Medical Officer or his or her designee at Central and Western regions. Inmates needing Mobile CT and MRI Specialty Care Services in the Eastern region shall be provided Specialty Care Services in the most operationally efficient manner, – either at a nearby medical facility or transported to either the Central or Western regional infirmary. The Contractor shall provide mobile renal dialysis available at each female State Facility as designated by the State.
- d. The Contractor shall find, provide and fund an infectious disease (including Hep C) consultant position.

- A.6. DENTAL SERVICES. Contractor shall provide Dental Services at all State Facilities. The Contractor shall designate a dentist to serve as Dental Director. The Dental Director shall have the authority and responsibility of resolving dental issues through treatment of inmates at State Facilities. The Dental Director shall also ensure that all Dental Services provided by Contractor are delivered in a timely manner consistent with generally accepted standards of medical care. In coordination with the State Chief Medical Officer, or designee, the Dental Director shall also be responsible for oversight of the dental peer review program. Dental Services are to comply with TDOC Policies #113.60, #113.62 and all other relevant TDOC policies and procedures. Dental Services include intake screenings and oral hygiene instructions, comprehensive examinations, annual 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. When follow up treatment is necessary, either by request or as a result of an intake examination, the Contractor shall provide non-urgent care within six (6) weeks of the sick call visit, or sooner, if medically necessary. Urgent care patients with conditions such as bleeding, acute pain, swelling, trauma, or infection shall be seen by a dentist within forty-eight (48) hours of the inmate's request. The Contractor shall provide on-call coverage for dental emergencies twenty-four (24) hours

per day, seven (7) days per week. The dentists shall actively participate in the State Facilities' Continuous Quality Improvement Committee, and supervise Quality Control studies regarding dental care or other related studies.

A.7. EMERGENCY CARE SERVICES. The Contractor shall provide Emergency Care Services consisting of first aid and emergency care for all State employees, vendor employees and visitors in accordance with State policies and as outlined in Section A.4.d.2. of this Contract. Emergency Care Services shall consist of 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 in accordance with TDOC Policy #113.13 - Employee Health Care. The cost of providing Emergency Care Services are included in Contractor's pricing and shall be an additional charge to the State. Emergency Care Services shall include:

- a. Emergency care for staff, volunteers, and visitors to provide stabilization of the physical status of a patient until an EMS provider arrives to assume responsibility of care or coordination of the referral to a personal Physician or local hospital.
- b. Emergency treatment for the inmate population through written agreements with local hospitals and ambulance services. The Contractor is responsible for payment of all costs resulting from off-site services required to treat inmates, including coordination and fees associated with medi-vac services or airlift when needed.
- c. Ambulance or basic life support services when deemed medically necessary by a licensed health care provider. The State shall provide transportation to an outside hospital or other location when a licensed health care professional determines that ambulance services are not necessary.
- d. Training of Contractor personnel in emergency response procedures as may be updated from time-to-time during orientation and annually thereafter. Contractor personnel shall participate in the State Facility's emergency response drills.

A.8. HOSPITALIZATION SERVICES. The Contractor shall obtain routine inpatient/outpatient services from licensed hospitals that are capable of providing primary, secondary, and tertiary Services. The hospital network shall also 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 shall be approved in writing by the State, 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 after consultation with the State Chief Medical Officer. When outside hospitalization is required, the Contractor shall coordinate with the State's security staff and the State Chief Medical Officer or designee in arranging transportation and correctional officer coverage for the length of stay. Contractor shall apprise the State Chief Medical Officer of any necessary medical treatment.

The Contractor's personnel shall conduct meetings with representatives from participating hospitals to coordinate the referral of inmates for Hospitalization 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. Contractor's policies and procedures for Hospitalization Services shall be presented to the State Chief Medical Officer for review and final approval before implementation. The Contractor shall inform the State Chief Medical Officer of all meetings and the Chief Medical Officer or designee may attend.

a. General Requirements for Hospitalization Services.

- (1) The Contractor shall arrange for Hospitalization Services from a local licensed acute care hospital convenient to each State Facility.
- (2) Same day surgical Service shall be used when medically feasible.
- (3) The hospitals used by the Contractor shall provide vehicle parking, local telephone calls and meals. The Contractor shall pay any costs associated with providing these items.
- (4) The Contractor's hospitals shall cooperate fully with the State security staff.
- (5) The Contractor's hospitals shall comply with all applicable State policies and procedures.
- (6) Inmates requiring skilled or advanced nursing care, rehabilitative services or therapies that exceed the capabilities and resources of a State Facility cannot be discharged back to the State. The Contractor shall utilize health care facilities at sub-acute regional centers to the extent that they are available. The Contractor shall be responsible for any appropriate alternative placement, if necessary, and all costs involved with such placement. The State Chief Medical Officer or his or her 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 when such placement is available.
- (7) The Contractor shall supply the sending State Facility with 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; and
  - (d) Verbal report to the sending State Facility (nurse-to-nurse report).
- (8) The Contractor shall supply the sending State Facility with the following information following emergency room visits:
  - (a) Written discharge instructions immediately upon release;

- (b) Copy of emergency room records or outpatient records within seven (7) days; and
  - (c) Verbal report to sending State Facility (nurse-to-nurse report).
- b. Direct Secure Messaging. If reports, spreadsheets or other documents, prepared by the Contractor, include PHI, the Contractor shall use DIRECT Secure e-mail using a DIRECT accredited HISP to transport those documents to the State. 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 State, the PHI shall be transported via DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP).
- c. Scheduling/ Transportation. The Contractor shall coordinate with the State's security staff in arranging transportation and correctional officer coverage in all hospitals where inmates are sent to receive medical treatment. A written plan that includes Contractor's policies and procedures regarding the referral methods, scheduling, transportation, reporting of test results, medical records, discharge summaries and patient follow-up (the "Scheduling/Transportation Plan") shall be submitted for the State's written approval within thirty (30) days of the Effective Date of this Contract. Any changes to the approved Scheduling/Transportation Plan shall first be approved by the State in writing.
- d. Notifications of Hospitalization.
  - 1. The Contractor shall notify the State Chief Medical Officer or designee of any transports to the emergency room within one (1) hour of transfer, including weekends and holidays, and complete entry into Online Sentinel Event Log (OSEL) within six (6) hours of transportation.
  - 2. When medically necessary to transport any Death Row Inmate, the Contractor shall notify the State Chief Medical Officer or his or her designee by telephone prior to transportation. Additionally, the Contractor shall submit the notification in writing to the State and shall use secured direct messaging within three (3) hours of transportation. The State shall provide security for the transportation of inmates to the emergency room.
- e. 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 operator 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), Whiteville Correctional Facility (WCFA) and Trousdale Turner Correctional Center (TTCC). 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 twenty-four (24) hours of admission. The State shall be the final authority in any dispute between the Contractor and the

operators of the privately managed facilities. Any disagreement between the Contractor and the operators of the privately managed facilities shall be submitted for resolution in writing to the State Director of Clinical Services and Chief Medical Officer or his or her designee. Any request by Contractor for resolution should include a synopsis of the issue, documentation of facts demonstrating the area of dispute, and a statement of the requested relief being sought by the Contractor.

- f. 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 (\$400.00) per day per inmate to cover the cost incurred by the State to provide security.
- g. Secure Units. Each hospital secured unit shall have a designated secure area exclusively for the State as an inpatient unit with private or semi-private rooms to include isolation and accommodation of inmates assigned to restrictive housing. The following security requirements shall be met for the secure unit, and the Contractor shall pay all costs associated with meeting these requirements.
  - 1. All floor plans and renovations shall be approved in writing by the State.
  - 2. Expanded metal or some equally secure mechanism shall be installed outside or inside all windows or glassed areas.
  - 3. Outer walls, ceilings, and elevator shafts shall be reinforced or secured in a manner approved in writing by the State.
  - 4. A secure entrance/exit shall be provided from the unit with two (2) electronic security doors that create a pedestrian sally port. Any other exit shall only be used in an emergency evacuation and shall be secured according to plans approved in writing by the Commissioner or designee. Evacuation plans for the area shall be developed in conjunction with the State.
  - 5. A secure control center shall be provided to control access to the area through a pedestrian sally port. The control center shall contain a desk, chair, file cabinet, and 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 shall be provided for correctional officers.
  - 7. A private area for searches of male and female persons shall be provided.
  - 8. A secure holding area for inmates being transferred into and out of the secure unit shall be provided.
  - 9. State 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.9. PHARMACY SERVICES. The Contractor shall coordinate with the State Central Pharmacy Contractor to ensure that medication orders placed are delivered in a timely manner to the State Central Pharmacy Contractor, and develop systems to receive and verify inventory and distribute medications to the inmates.
- a. Medications. Medications shall be reordered prior to expiration of the providers order to ensure continuity of care and therapy. Orders shall be placed according to TDOC Policies #113.70 and #113.71. All medication orders shall include the drug, dose, route, frequency, date and time order was written, start/stop date, indications, and any applicable quantity limits as directed by the State Pharmacy and Therapeutics Committee. All prescriptions shall include a legible signature of the ordering provider. In the event that medication is not delivered due to delayed orders, the State Central Pharmacy contractor may authorize to obtain sufficient medication by local purchase from a Pharmacy subcontractor. The State Central 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 State Central Pharmacy Contractor shall be ordered by the Contractor and an order shall be sent to the State Central Pharmacy Contractor to provide the remainder of the medication needed. Medication shall be ordered in accordance with the Drug Formulary approved by the State Pharmacy and Therapeutics Committee in accordance with TDOC Policies #113.70 and #113.71.
  - b. State Pharmacy and Therapeutics Committee. The Contractor's State-wide Medical Director, Dental Consultant and the Clinical Pharmacist shall participate on the State Pharmacy and Therapeutics Committee and shall communicate findings of the State Pharmacy and Therapeutics Committee to contracted providers. The Contractor's Clinical Pharmacist shall participate in the committee meetings and monitor pharmaceutical outcome measures. The Clinical Pharmacist is responsible for collaborating with the State Central Pharmacy contractor to provide the requested statistical reports in preparation for the meetings.
  - c. Hepatitis and HIV Medications. The Contractor shall administer Hepatitis-B Vaccine (HBV) for all clinical State Facilities staff, regardless of employer. The Contractor shall collaborate with the State Central Pharmacy Contractor to facilitate the implementation of access to 340b pricing. 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 State treatment protocols, guidelines and formulary developed by the State Chief Medical Officer, Clinical Pharmacist and the State Central Pharmacy Contractor.
  - d. Formulary and Non-formulary Medications. The Contractor shall follow State 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 medications that are approved by the State Chief Medical Officer, or designee, with the Pharmacy and Therapeutic Committee Utilization Management Process entity for medical and mental health services.

- e. Psychotropic Medications. Psychotropic medications such as antipsychotics, antidepressants, and drugs requiring parental administration shall only be dispensed 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.

A.10. STAFFING SERVICES. The Contractor shall provide adequate and qualified staff to perform the Services under this Contract. All Utilization Management and Review Services, Data Processing and Administrative Staff shall be proficient in Microsoft Word, Excel, Outlook, Publisher, Share Point and Power Point, Statistical Analysis System (SAS). Staffing shall, at a minimum, be at such levels in accordance with Contractor's approved Staffing Plan and the State's approved minimum staffing plan for each State Facility. In the event of vacant positions, the Contractor is required to provide adequate coverage to provide the Services. Any changes to Contractor's Staffing Plan during the Term 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 State Facility. If a change in circumstances calls for a modification in staffing requirements, the Contractor and the State shall review those changed circumstances. Any changes in Contractor staffing requirements shall be at the sole discretion of the State. The State reserves the right, in its sole discretion, to remove from a State Facility or prohibit entry to a State Facility any of Contractor's employees or subcontractors. Contractor's 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; and
  - 3. Drug testing in accordance with TDOC Policy #302.12.
- b. Background Investigations. The Contractor shall not hire ex-felons or relatives of felons currently incarcerated or under probation or parole supervision in Tennessee. Prior to employment with the Contractor, applicants shall be subjected to a thorough background investigation. Criminal and employment histories shall go back a minimum of five (5) years. Background investigations shall be available to the State upon request. All criminal background checks shall be completed according to State policies and procedures for contract employee background checks. The cost of the background checks is the responsibility of the Contractor. In no instance may an employee begin work in a State 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 work at a State Facility.
- c. Personnel Files. Personnel files of all subcontractors and contract employees shall be on file at the State Facility where Services are performed. The files shall be made available to the Director of Clinical Services or his or her designee, facility Warden or his or her designee and State Quality Assurance Auditors.



- d. Bilingual Personnel. The Contractor shall provide translation services to meet the needs of the State's inmate population. Inmates, State, or Contractor staff shall not be utilized as translators.
- e. Employee Uniforms. The Contractor shall require all of its employees to be professionally dressed in lab coats or uniforms and comply with the TDOC Policies #506.2 and #506.23 concerning uniforms. All Contractor employees shall maintain professional dress at all times. The Contractor is responsible for the expense of purchasing uniforms to meet these requirements.
- f. Key Staff.
  - 1. 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 to provide the Services. The State Director of Clinical Services and Chief Medical Officer or designee shall interview certain key prospective employees of the Contractor prior to their assignment to provide Services under 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 provide Services under the Contract:
    - a. The Contractor's personnel with overall responsibility for this Contract.
    - b. All health administrators assigned to any State Facility.
    - c. The Contractor shall consult the State for input and recommendations before hiring, dismissing, or changing a location of a Physician or State Facility health administrator.
  - 2. Substitution of Key Staff. The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contract personnel become unavailable due to resignation, illness, or other factors, outside of the State's or Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. Key personnel may not be temporarily assigned to projects outside this Contract without the prior written permission of the State Director of Clinical Services or designee.
- g. Employee Orientation and Training. The Contractor shall ensure that all of its full-time and part-time employees assigned to State Facilities participate in the State's pre-service training program regarding State policies and procedures and security considerations as defined in TDOC Policy #110.01 Section VI.A as may be updated from time-to-time and ACA Standard #4 -- 4085.

1. General Requirements of Orientation and Training. 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 the State's orientation within the preceding two (2) years as State employees or employees of a predecessor contractor who are assigned to the same State Facility. 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 State policies and emergency response procedures/CPR.
2. Staff Training Curriculum. Within sixty (60) days from the Effective Date, the Contractor shall develop and submit for the State's approval the Contractor's staff training curriculum.
3. Staff Meetings. The Contractor shall ensure that its personnel attend all staff meetings as requested by the State, including but not limited to: facility meetings, quality assurance, mortality reviews, risk management, peer review, Pharmaceutical and Therapeutics Committee and meetings pursuant to medical and professional staff.
4. In-Service Training. The Contractor shall provide in-service training/staff development to its personnel. The Contractor shall submit a calendar of managerial and clinical in-service topics to the State for approval in June of each year during the Term of this Contract. 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 State Facility, the Contractor is encouraged to implement an on-line medical library. The library shall at a minimum include basic clinical text references.
5. Training of Other Staff. The Contractor shall develop and deliver a training program at each State Facility for all non-health care staff. Contractor's training curriculum shall be approved in writing by the State and consist of four (4) hours of classroom time annually. This training shall include:
  - a. First aid for medical emergencies;
  - b. Use of AED Defibrillators;
  - c. Mental health emergencies;
  - d. Cardiopulmonary Resuscitation (CPR) certification;
  - e. Communicable disease prevention;
  - f. Blood borne pathogen exposure control, in compliance with the State "Blood Borne Pathogen Exposure Control Plan";

- g. Recognition of signs and symptoms of mental illness, chemical dependency and developmental disability; and
- h. Suicide prevention.

- 6. Continuing Education for Staff. The Contractor shall encourage the participation of Health Services Staff in National Conferences for the purposes of continuing education and pay for up to ten (10) staff per year.

A.11. UTILIZATION MANAGEMENT AND REVIEW SERVICES. The Contractor shall provide Utilization Management and Review Services based upon evidence/criteria-based clinical guidelines to evaluate the appropriateness and medical necessity of Services being provided by the Contractor (the "Utilization Management and Review Process"). The State Chief Medical Officer or designee is the final medical authority on all decisions made on access to specialty care, procedures, inpatient admissions and transfers and pharmacy utilization. The Contractor's policy and procedures, guidelines and reporting format and staffing relating to the Utilization Management and Review Process shall be submitted for approval by the State Chief Medical Officer within thirty (30) days of the Effective Date of this Contract and on or before each anniversary of the Effective Date thereafter during the Term. Utilization Management and Review Services shall include: facility based services, outpatient referral services, inpatient hospitalization for jail and state inmates, including safe keepers. The Contractor shall track and access third party reimbursements for eligible inmates and return the data and reimbursement to State.

- a. Guidelines. The Contractor shall provide written guidelines for the provision of efficient and quality oriented health care which shall be presented to the State Chief Medical Officer for approval. The State may mandate changes to the Contractor's utilization criteria or Utilization Management and Review Process 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 shall notify the State Chief Medical Officer or his or her designee and Utilization Management and Review Process 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). The Contractor shall provide the following services as part of the Program
  - 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 State'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 and Review Process.
  - 5. Annual training for Contractor staff, physicians, Mid-Level Providers, clinic schedulers/ coordinators, health administrators, and others as appropriate.

6. Development of an effective method of communication with the State's Chief Medical Officer or his or her designee 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 State Facility. The Contractor shall use a tracking system, approved in advance in writing by the State, to ensure completion of consults and follow-up on requests deferred for additional information or returned to the treating Physician for alternative treatment.
7. The Contractor shall assist the State with developing protocols for tracking inmates on suspension status with TennCare in both the prisons and county jails.
8. The Contractor shall track inmates who are eligible for TennCare benefits, and shall coordinate with the hospitals a mechanism to directly bill the division of Health Care Finance and Administration of the Tennessee Department of Finance and Administration for services delivered to these patients while admitted to an outside hospital for care as well as any procedures or medications provided during that stay. The Contractor shall provide documentation for each encounter which meets the above criteria, which shall be provided at the beginning of each month during the Term of this Contract. The documentation required by this subsection is to be submitted by the Contractor to the Director of Clinical Services and the Chief Medical Officer.

b. Direct Secure Messaging.

1. 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 State.
2. 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 State, the PHI shall be transported via DIRECT Secure e-mail using a DIRECT accredited Health Information Service Provider (HISP).

- c. The data stored in software utilized for the Utilization Management and Review Process shall become the property of the State at the end of the Contract term. All right, title and interest in data collected in said software shall at all times be owned by the State in keeping with Contract section E.35. The data shall be provided in an electronic format approved by the State Chief Medical Officer at the end of the Contract term.

A.12. ANCILLARY SERVICES.

- a. Vision Care Services. The Contractor shall retain Tennessee licensed optometrists to provide medically necessary optometric services to inmates in accordance with the American Optometric Association (AOA) and TDOC Policy #113.08.

The Vision Care Services shall consist of 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 State Facility a minimum of once a month. 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 shall be responsible for providing the solutions necessary for maintenance of the contact lenses. The Contractor shall repair or replace eyeglasses in accordance with applicable State policies. Eyeglasses and other items shall 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 State Facility under this Contract by a certified technician and interpretation by a board certified radiologist. The Contractor shall have on-site radiology services available to minimize offsite radiology/diagnostic services. Contractor shall make radiology/diagnostic services available both during and outside of business hours. The Contractor shall utilize mobile services at all regional sub-acute centers, targeting mammography, ultra sound, echocardiogram, non-urgent CT, MRI, and PET scans when on-site services are not available at any facility. Subcontractors utilized by Contractor shall maintain accreditation by national accreditation entities such as American Institute for Ultrasound in Medicine (AIUM) for services provided when accreditation is available.

All reports shall be delivered within twenty-four (24) hours to the State Facility clinical staff in a format approved by the State Chief Medical Officer. The Contractor is responsible for the provision of all other off-site diagnostic testing required under this Contract. The Contractor shall provide all on-site fluoroscopy and special studies. Radiology studies shall be provided with digital imagery allowing access by designated providers in State Facilities and the State Chief Medical Officer, and direct access to view the films through remote or mobile devices.

Typed reports for routine studies shall be provided to the State Facility as soon as they are read or no later than twenty-four (24) hours after the image is obtained. The radiologist shall call the facility within twelve (12) hours with any report requiring immediate intervention. Hard copy typed reports and films (where digital technology is not available) shall be received within twenty-four (24) hours of obtaining the image. If the State implements an electronic health record system, digital reports are required to be transmitted within twenty-four (24) hours of treatment or consultation. 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 State policy. Laboratory specimens shall be processed off-site for procedures/tests that are not waived by the Clinical Laboratory Improvement Amendments (CLIA), which can be found at: <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html#>

The Contractor shall ensure that any off-site laboratory utilized by Contractor 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.

The Contractor shall coordinate lab tests to avoid duplication of tests. At each State Facility, the Contractor shall provide internet service, and a computer with a printer that provides online access to the Contractor's laboratory information system. All lab results, except those requiring a longer processing time beyond the Contractor's control, shall be provided within seventy-two (72) hours. The lab shall notify the facility immediately by telephone of any abnormal results that require immediate intervention.

Specimens shall be picked up from each facility Monday through Friday, at approximately the same time each day as determined jointly by the Contractor and each facility, 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 in accordance with TDOC Policy #113.92.

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

The State may mandate collaboration between Contractor and the TDOH State laboratory for the collection and processing of laboratory specimens in whole or in part. The Contractor shall directly compensate the subcontractor or TDOH for all laboratory services provided. Contractor shall reimburse the State for any savings realized from the utilization of TDOH services.

- d. EKG Services. The Contractor shall provide twelve lead EKG services on-site at each State Facility. Contractor shall either provide EKG machines at the State Facilities or subcontract for these services. The service shall be available twenty-four (24) hours per day. EKG services shall be available at sub-acute sites for emergent cases. The Contractor shall be responsible for supplies and repair costs for State equipment. EKG machines shall have transmission capabilities. Cardiologist reading services shall be available at the request of State Facilities staff twenty-four (24) hours per day.
- e. Long-Term Care. The Contractor shall demonstrate the ability to maximize the utilization of the long term and skilled nursing services that are offered on-site at DSNF and TPFW. The Contractor shall follow State policy on long-term care referrals and procedures. The contractor shall contract with long term acute care facilities to provide care that is not otherwise available through State. The Contractor shall assist the State 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.
- f. Renal Dialysis. The Contractor shall be 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 State Central Pharmacy.

1. The Contractor shall, whenever possible, utilize existing hemodialysis facilities and equipment located at DSNF. In such instances, male inmates requiring dialysis shall be transferred to the DSNF for treatment. The Contractor shall implement hemodialysis at TPFW for female inmates' on-site outpatient dialysis treatment. The State, in its sole discretion, may approve mobile dialysis at the female site of its designation. If a backup or special infectious disease dialysis unit is needed, the Contractor shall send a written notice and justification to the State Chief Medical Officer or his or her designee. Upon written approval by the State, the Contractor shall purchase the equipment. In the event of service interruption, the Contractor shall be responsible for providing adequate care, including an alternative treatment plan. The Contractor shall be responsible for all maintenance and repair of the State's equipment.
  2. The Contractor shall maintain an emergency cart with sufficient emergency medications, supplies, and equipment required for all medical emergencies including resuscitations. The emergency cart shall be inspected on a weekly basis and after each use 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 and TPFW 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 State Facility.
  5. The Contractor shall develop renal dialysis quality improvement and infection control programs which shall be approved by State within 60 days of Contract effective start date. For on-site renal dialysis, the Contractor shall ensure that the renal dialysis provider documents all treatment in the State health record.
  6. All medications shall be ordered through State Central Pharmacy.
- g. Hospice/Palliative Care. The Contractor shall maintain and expand the hospice program for terminally ill inmates. If an inmate meets the requirements for hospice

care, the State 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 State in developing hospice programs both on-site and off-site, as appropriate. The State'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. The Contractor is required to follow the National Hospice and Palliative Care Organization's guidelines as may be updated from time-to-time, for corrections hospice and palliative care programs.

- h. 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, and disposal of biochemical waste related to the provision of chemotherapy procedures. When available, drugs and biological supplies shall be obtained from the State Central Pharmacy.

1. The Contractor shall be responsible for the operation of a weekly oncology clinic at DSNF and TPFW. 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 inmates requiring chemotherapy shall be transferred to the DSNF for onsite outpatient chemotherapy treatment. Female inmates requiring chemotherapy shall be transferred to TPFW 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.

- i. Wound Care. The Contractor shall implement wound care teams at all regional infirmary sites. The team shall consist of at least two (2) nurses at each site that have undergone specialized wound care training approved by the State Chief Medical Officer.

- A.13. STATE FACILITIES. The Services shall be provided at each State Facility or at State extended care facilities ("State Extended Care Facilities"). Each of the foregoing, as the context requires, is individually a "State Facility" or collectively the "State Facilities", unless otherwise specified in this Contract.

- a. State Facilities. The Contractor shall provide Services at each of the State Facilities set forth below:

1. Lois M. DeBerry Special Needs Facility (DSNF)
2. Mark H. Luttrell Correctional Center (MLCC)



3. Morgan County Correctional Complex (MCCX)
  4. Northeast Correctional Complex (NECX)
    - a. Main (Johnson County)
    - b. Annex (Carter County)
  5. Northwest Correctional Complex (NWCX)
  6. Riverbend Maximum Security Institution (RMSI)
  7. Bledsoe County Correctional Complex (BCCX)
    - a. Site 1 – Intake
    - b. Site 2 – Time building
    - c. Unit 28 – Womens’ Site
  8. Tennessee Prison for Women (TPFW)
    - a. Tennessee Prison for Women—Nashville, TN
    - b. The Next Door Program-Chattanooga, TN
  9. Turney Center Industrial Complex & Annex (TCIX) –
    - a. Site 1-Hickman County
    - b. Site 2-Wayne County)
  10. West Tennessee State Penitentiary (WTSP)
    - a. Site 1- Female Site
    - b. Site 2- Male Site
- b. Although Lois M. DeBerry Special Needs Facility (DSNF) will be a non-comprehensive site at contract execution, with the contractor covering vacant positions as detailed in Attachment 5, the State reserves the right to add DSNF as a comprehensive site at a future date subject to availability of State funding. Such an addition would be made by contract amendment. If the DSNF is made a comprehensive site, the Contractor shall offer current State staff employment, in keeping with Section A.24, to facilitate the transition to a contractor-operated facility.
- c. State Extended Care Facilities.
1. Specialty Physicians/Clinics. The State operates four Extended Care Facilities, the Lois M. DeBerry Special Needs Facility (DSNF), West Tennessee State Prison (WTSP) and Morgan County Correctional Complex (MCCX) for males and the Tennessee Prison For Women TPFW 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 establish specialty referral sites in all three regions in the state.
    - a. On-site clinics at DSNF, WTSP, MCCX and TPFW are to be scheduled according to a pre-approved schedule by the warden at each State Extended Care Facility. The contractor shall utilize telehealth for specialty clinic appointments when available.
    - b. 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 Health Services Administrator in coordination with the Warden shall approve any change to the schedule in advance. No request for a change shall be

approved unless submitted at least two weeks prior to the scheduled clinic.

- c. In the event a specialty clinic or chronic care clinic is cancelled for any reason it shall be rescheduled within seven (7) days or sooner if medically necessary.

A.14. MEDICAL STAFF CREDENTIALING.

- a. Credentialing. The Contractor shall submit within thirty (30) days of the Effective Date a written policy and procedure regarding the Physician credentialing process to be approved in writing by the State. The Department of Correction shall have access to provide a copy the credentialing records. Upon expiration or termination of the Contract, these credentialing records shall become the property of the State. Final approval of privileges shall be determined by the State Chief Medical Officer. Representatives of the State shall conduct periodic audits of the Contractor's credentialing records. Copies of all records shall be physically located in the Contractor's Tennessee office and available for review by the State. Each Physician's credentialing records shall contain at a minimum the following documents:

1. Copy of current Tennessee license to practice medicine or surgery;
2. Government Picture Identification;
3. Curriculum Vitae;
4. Copy of Drug Enforcement Administration (DEA) licensure;
5. Evidence of malpractice insurance with claims or pending lawsuits as well as lawsuits closed during the past ten years verified by the insurance carrier;
6. Copies of verified medical education including internship, residency and fellowship programs, and any specialty certifications;
7. Copy of current ACLS, BCLS or CPR certification. All certifications shall be achieved prior to the individual providing services at any State Facility;
8. Provide evidence of accreditation for all Mental Health RN, LPN and ACA Behavioral Health certification within one year of hire date;
9. Employment history;
10. Evidence of reasonable inquiry into employment history with emphasis on assessment of clinical skills;
11. Signed release of information form;
12. Information regarding any criminal proceedings;
13. Medicaid provider number and National Provider Identifier (NPI) number, and;
14. The provisions of this section shall outlast the termination or expiration of the Contract.

- b. Nurse Credentialing. All nursing personnel shall have graduated from an accredited nursing program and hold applicable Tennessee licenses and advanced degrees. Nursing personnel shall not commence employment without evidence of a current

Tennessee license to practice, evidence of a current DEA licensure, where applicable, practice agreements with a Tennessee licensed Physician, Medicaid number or NPI number, evidence of malpractice insurance coverage and evidence of current TB testing.

- c. Ancillary Staff Credentialing. Contractor shall provide to the State documentation of malpractice insurance coverage and current TB testing to confirm that all ancillary personnel, including but not limited to Mid-Level Providers, X-ray technicians, physical therapists, occupational therapists, optometrists, podiatrists, infectious disease experts, or nursing assistants have sufficient malpractice insurance coverage and have all current TB testing.

A.15. CONTRACT MANAGEMENT. The Contractor shall retain, at a minimum, the following personnel on-site in Tennessee to coordinate and manage Contractor's obligations under this Contract:

- a. Contractor's Representative. Contractor shall designate a single person to act as Contractor's customer service representative ("Contractor's Representative") to ensure that all Services are provided in accordance with this Contract and to act as a point of contact between the State and Contractor with respect to Contractor's operations at each State Facility or offsite where treatment occurs offsite. Contractor's Representative shall be responsible for working with the State to submit in writing a finalized transition plan for State approval, then execute the approved transition plan (Attachment Nine) and manage daily operations. The Contractor's Representative shall be a full time position whose sole duty is to ensure that the Services are provided by Contractor in compliance with this Contract. In the event the Contractor's Representative is absent, Contractor shall appoint a substitute to perform these functions until the Contractor's Representative returns. This position shall be based in Middle Tennessee.
- b. Contractor's Medical Director. The Contractor shall designate a full-time Medical Director ("Contractor's 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 Process. The Contractor's Medical Director shall be licensed in the State of Tennessee. The Contractor's Medical Director is also responsible for assuring that all Services provided under the Contract 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 State Chief Medical Officer this position is also responsible for oversight of the state's medical peer review program. The Contractor's Medical Director shall visit all State Facilities and be available to each State Facility when issues arise pertaining to medical treatment by Contractor's staff and communicate those issues to the State Chief Medical Officer. The Contractor's Medical Director shall review hospitalization and specialty consultation information as determined by and in conjunction with the State Chief Medical Officer, 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 physicians providing Services at each State Facility. This position shall be based in Middle Tennessee.
- c. Continuous Quality Improvement Coordinator. The Contractor shall designate a full-time nurse ("CQI Coordinator") 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 Program"). The CQI Coordinator is also responsible for overseeing the nursing orientation and training programs. The CQI Coordinator shall assist in the development of clinical guidelines, nursing protocols, and enhancing quality of the State's clinical operations. The CQI Coordinator shall work closely with and be assigned to work in the State Central Office and perform duties under the supervision of the State Chief Medical Officer. The CQI Coordinator shall visit each State Facility frequently to survey the CQI Program to ensure compliance with ACA Standards and State policies.

- d. Infectious Disease Management Coordinator. The Contractor shall designate a full-time nurse ("IDM Coordinator") who is responsible for tracking, monitoring, and reporting all data on infection control and diseases within all State Facilities. The IDM Coordinator shall ensure that staff is properly trained and that all federal and state regulations or guidelines are maintained. The IDM Coordinator shall work closely with the State's Health Departments and the State Central Office to enhance the control of infectious diseases within each State Facility. The IDM Coordinator shall be assigned to work in Central Office and perform duties under the supervision of the State Chief Medical Officer or his or her designee. The IDM Coordinator shall ensure that all issues related to infectious disease are brought to the attention of the Chief Medical Officer.
- e. State Wide Health Educator: The Contractor shall hire a full time health educator ("Health Educator") who shall be approved by the State Chief Medical Officer or his or her designee. The Health Educator shall be assigned to work in the Central Office. The Health Educator shall coordinate all training for health professionals through direct training or identifying resources within the State as directed by the State Chief Medical Officer or his or her designee.
- f. Case Manager: The Contractor shall hire a full time case manager ("Case Manager") who shall be approved by the State Director of Clinical Services or his or her designee. The Case Manager shall have expertise in the field of case management, medical benefits and third party insurance payers. The Case Manager shall be assigned to work in the State Central Office and shall serve as the coordinator for case management at each State Facility in conjunction with the State Facilities' case managers. The Case Manager shall be responsible for coordinating transitional services for those individuals leaving State custody and for those who will need clinical services upon release. In addition, the Case Manager shall 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. Facility Medical Directors. The Contractor shall also designate a Physician medical director at each State Facility ("Facility Medical Director"). The Facility Medical Director shall serve as the point of contact, be responsible for and have the authority to resolve issues that affect health care delivery, and shall be able to devote sufficient time to perform the administrative responsibilities necessary to deliver the Services under this Contract. Administrative responsibilities of the Facility Medical Director 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. The Facility Medical Director shall participate in regularly scheduled discussions with the State Chief Medical Officer, which may be jointly held with the Contractor's Medical Director. In addition, Facility Medical Directors shall bring to the attention of the State Chief Medical Officer any issue related to Contractor's ability to provide appropriate medical treatment based on that individual's clinical judgment.

- h. Women's Transition Center – Chattanooga. The Contractor shall identify a Mid-Level Provider in the Chattanooga area or a provider from outside of the area to assess State female inmates at the Women's Transition Center on an as needed basis within twenty-four (24) hours of the request Monday through Friday. The Contractor shall provide on-site assessments eight (8) hours per week. This clinic time may be divided throughout the week. The purpose of this Mid-Level Provider is to avoid transportation of inmates from Chattanooga to Nashville for outpatient treatment that can be handled locally. This Mid-Level Provider shall communicate with the Medical Director at the Tennessee Prison for Woman with the disposition of any treatment. This Mid-Level Provider can be a local Physician or a Mid-Level Provider who is supervised by one of the Contractor's Physician staff. In addition, a full-time licensed practical nurse ("LPN") shall be provided for the Women's Transitional Center. The Contractor shall also designate a LPN to assist with medication management and education.

A.16. QUALITY IMPROVEMENT. The Contractor shall comply with the State's quality improvement initiatives in accordance with applicable State policy. The Contractor shall provide the State with a plan for developing a quality improvement program that outlines the committees and reporting mechanisms that support quality improvement initiatives.

- a. Committees. The Contractor shall coordinate with the State regarding all committee meeting dates, times, and locations and the recording of meeting minutes. Some of the established State committees include, but are not limited to:
  - 1. CQI Committee. Statewide quality improvement meetings are to be held quarterly or more frequently as requested by the State. At a minimum the Contractor's Representative, Statewide Medical Director, IDM Coordinator, and CQI Coordinator shall attend this meeting.
  - 2. Infectious Disease Committee. The Contractor shall assist with maintaining an infectious disease committee ("Infectious Disease Committee") consisting of the State Chief Medical Officer or his or her designee, IDM Coordinator, Contractor's Medical Director, or others as designated by the State. The IDM Coordinator shall serve as primary staff to the Infectious Disease Committee members and coordinate meetings. The purpose of the Infectious Disease Committee is to establish an effective infectious disease management program that meets the needs of inmates with HIV/AIDS, TB, MRSA, Hepatitis, or other infectious diseases. The Infectious Disease Committee shall also be responsible for establishing educational and training programs that 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 any State policy for communicable and infectious disease. The Tennessee

Advisory Committee on Hepatitis C and HIV (“TACHH”) prevention and treatment committee is a sub-committee of the Infectious Disease Committee.

3. Gender Dysphoria Committee. The Gender Dysphoria Committee shall be composed of the Director of Clinical Services, Contractor’s Medical Director, and State Director of Behavioral Health Services, Deputy Commissioner (Operations) or his or her designee, and the Administrative Directors of Medical or Mental Health for the Contractor in order to address issues in the management of individuals diagnosed with GD.
4. P and T Committee. The Contractor shall work in cooperation the State Director of Clinical Services or his or her designee and the State Chief Medical Officer to coordinate the P and T Committee. . The State Chief Medical Officer shall chair the P and T Committee, which shall meet quarterly or more often if necessary. The purpose of the P and T Committee is as follows: the development and review of the formulary and any recommended additions or deletion as recommended by the Contractor’s Clinical Pharmacist, the State Central Pharmacy Contractor or the State. In addition, any information related to specific medications such as a change in indications, drug interactions, or warnings shall be discussed. The Clinical Pharmacist shall 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 states’ Departments of Correction. The Clinical Pharmacist shall communicate directly and work closely with the Pharmacist in Charge who manages the State Central Pharmacy.
5. Morbidity and Mortality Committee. The State Chief Medical Officer or his or her designee shall chair the Morbidity and Mortality Committee for the purpose of reviewing all data related to inmate death and illness, identifying risk factors related to inmate morbidity and mortality, recommending and implementing strategies to reduce risk factors and improve health of the inmate population and reporting mortality data to the Federal Bureau of Justice for publication.
6. Ethics Committee. The State Chief Medical Officer or his or her designee shall chair the Ethics Committee on an ad hoc basis. The Contractor shall assist the State in resolving unusual or complicated ethical problems affecting the care and treatment of inmates in State custody.
7. Peer Review Committee. The State Chief Medical Officer or his or her designee shall chair the Physician peer review committee (“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 shall consist of the Contractor’s Medical Director and the Contractor’s Chief Dental Officer. This Committee shall meet as determined by the Director of Clinical Services and State Chief Medical Officer. A meeting may be requested

through the Chair of the Peer Review Committee or any Committee member.

- b. Annual Review and Peer Review Program. The work of all Physicians and dentists shall be annually reviewed jointly by the Contractor and State Chief Medical Officer. In an effort to ensure clinical performance enhancement, the Contractor shall have a peer review program ("Peer Review Program") that is submitted for approval in writing by the State Chief Medical Officer within sixty (60) days of the Contract Effective Date. The Peer Review Program shall either meet or exceed standards outlined in State policy and CQI program standards for peer review. The State's Chief Medical Officer shall be notified of all peer review actions, and the results of the Peer Review Program shall be shared with the Peer Review Committee's Chairperson. The State shall review all peer review reports and approve the Contractor's plan of corrective action for peer review deficiencies.

- c. Committee 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 improvement in health care operations.

In accordance with the State's policy as may be updated from time-to-time, the Contractor shall submit a monthly CQI report to the State CQI coordinator in a written or electronic form acceptable to the State, by the eighth (8th) day of each month during the Term of this Contract or as otherwise directed by the State.

At least annually, the Contractor shall provide the State with documentation that peer review has been completed for each Physician, dentist or Mid-Level Provider on staff at each affected State Facility.

- d. ACA Accreditation. The State and the Contractor shall use mock assessments or partial mock assessments prior to on-site ACA accreditation assessments being conducted.

A.17. MEDICAL SUPPLIES AND EQUIPMENT. The Contractor shall be responsible for the provision of all medical and dental supplies required in conjunction with providing Services. In addition, the Contractor shall provide all medical and dental non-capital equipment including maintenance of existing equipment and including Telemedicine Equipment. The contractor shall be responsible for optimizing each infirmary with the focus of improving the regional sub-acute centers at Tennessee Prison for Women, West Tennessee State Prison, Morgan County Correctional Facility, and DeBerry Special Needs Facility. The Contractor shall be required to purchase the necessary equipment or supplies to provide the appropriate scope of care, including IV poles and pumps, infirmary beds, suturing supplies and equipment, a cardiac monitor, respiratory condensers, nebulizers, back boards wheel chairs and other durable equipment, as needed, in addition to ensuring availability of necessary equipment and supplies.

- a. Supplies. The Contractor shall provide all clinical, office, or other supplies required in conjunction with providing the Services. Exceptions to this requirement include: (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 State policies. The Contractor shall be responsible for furnishing and maintaining First Aid Kits in designated areas and vehicles in accordance with

State policy that are required for operations at State Facilities. The State has placed automated external defibrillator devices in all State Facilities. The Contractor is expected to maintain this equipment and replace as necessary as determined by the State Chief Medical Officer in conjunction with the State Facility director or his or her designee.

- b. Equipment. The Contractor shall be responsible for the procurement of all equipment and ancillary services necessary for Contractor to provide the Services. Existing State-owned equipment including but not limited to X-ray and EKG machines, autoclaves, centrifuges, dental equipment, exam equipment, emergency carts, hospital beds, Telemedicine Equipment, incubators, optical and optometry equipment and defibrillators, may be utilized by Contractor in providing the Services. The Contractor shall coordinate with the State of Tennessee Department of Finance and Administration Strategic Technology Solutions Division (“STS”) for appropriate computer specifications for Contractor owned and operated computers that Contractor intends to use in providing the Services. The Contractor shall provide STS access to all Contractor owned computers for imaging prior to accessing the State’s network. The Contractor shall be responsible for preventive maintenance, servicing, and repair of all State-owned equipment used in providing the Services.

The Contractor shall conduct an equipment needs analysis and provide the State with a procurement plan for approval within sixty (60) days of Effective Date. This needs analysis should include computer terminals (in coordination with STS) required for administrative purposes at all State Facilities. Any approved computer terminals with State access shall be furnished by the Contractor, but imaged 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 shall send a written request and justification to the State Director of Clinical Services. Upon approval by the State, the State shall purchase the equipment. Any such equipment purchased by the State becomes the property of the State upon purchase. Any repairs determined necessary by the Contractor shall be performed at Contractor’s expense.

- c. Supplies and Equipment Inventory. Within five (5) days of Effective Date, and annually thereafter, a physical inventory shall be conducted of all clinical, pharmaceutical, office, or other supplies and equipment on hand in health services facilities intended for use by the Contractor. The inventory shall be conducted between Contractor and each State Facility’s Warden or his or her designee. Consumable supplies shall be valued at cost. Equipment shall be valued at the lower of cost or market value, based upon physical condition, suitability for use, or other pertinent factors. The inventory value shall be agreed upon by the Parties. Upon expiration or other termination of this Contract, another physical inventory shall be conducted. All remaining supplies and equipment shall be converted to the State’s inventory upon termination of this Contract. Each State Facility shall provide the State’s Clinical Service Director with a copy of the inventory report on or before the seventh (7th) business day of the Effective Date. The beginning and ending inventories shall be compared and any difference shall result in an adjustment of the payments by the State to the Contractor.



- d. Telephones and Telephone Lines. The Contractor shall be responsible for all costs and the installation of any special lines required for Contractor equipment needed to provide the Services.
- e. Equipment Warranties. If the Contractor purchases any equipment during the term of the contract which is to become property of the State, the Contractor agrees to transfer all related warranties to the State.

A.18. 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. Telemedicine Equipment shall be utilized to 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 Telemedicine Equipment fully functional, including completion of end-use training, within 30 days of the Contract start date.

The Contractor shall be responsible for the cost of any additional equipment for Telemedicine. Additional Telemedicine Equipment shall be authorized by the State prior to installation. The Contractor shall remain responsible for the maintenance of all Telemedicine Equipment.

The Contractor shall be responsible for establishing a network to which Contractor-provided Telemedicine Equipment will be connected. The Contractor shall be responsible for establishing and paying for the network circuit. The contractor shall be responsible for providing the required routers, switches, and patch cables to establish the network.

The State is responsible for providing existing fiber between the site DEMARC point and the building which houses the Telemedicine Equipment. The State will provide the CAT5 or CAT 6 wiring between the switch room and the room housing the Telemedicine Equipment.

Maintenance/service for the network including connectivity between DEMARC and the Telemedicine Equipment shall be the responsibility of the Contractor.

A.19. HEALTH INFORMATION MANAGEMENT.

- a. Medical Records. Contractor shall maintain all health records in compliance with applicable State policies. All patient records, including patient records created pursuant to subcontracts approved pursuant to this Contract, are the property of the State. The Contractor shall create and maintain a current, up-to-date health record for each State inmate received or housed at State Facilities in a modified problem-oriented medical format approved by the State. The health record shall accompany the inmate at all health encounters at the State Facility where the inmate is confined and shall be forwarded to the appropriate State Facility upon the transfer of the inmate to another State Facility. All Services provided to an inmate shall be 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.
- b. Privacy of Health Information. The Contractor's privileges of use, access to, and disclosure of materials from the health record are wholly incidental to the continued existence of a treatment relationship between the Contractor and the inmate.

Contractor shall comply with all applicable laws, rules, and professional standards regarding the protection of patient privacy rights as they pertain to inmate patients.

- c. Data Management Automation. If the State converts to an electronic health record (“EHR”) system during the term of this Contract, the Contractor’s subcontractors such as laboratory, pharmacy, radiology, Telemedicine, dialysis, etc., shall be required to link to the State automated hardware and software. The State’s Management Information System (MIS) and STS divisions shall be responsible for coordination of system compatibility.

If an EHR is adopted by the State, it shall include Direct Secure Messaging capability to permit secure exchange of Protected Health Information as needed with entities that do not possess EHR systems.

#### A.20. ADDITIONAL PROVISIONS.

- a. Third Party Contract Assessment: Contractor agrees to pay for an annual review of the Contract between the State and the Contractor to ensure the Services in the Contract are being performed in accordance with the Contract. The State shall select the third party reviewer.
- b. Subcontractor Agreements. In accordance with section D.7. of this contract, the Contractor shall establish written agreements with its subcontractor vendors. Agreements between the Contractor and its subcontractors shall specify that the State has a property right to all inmate patient records developed pursuant to this Contract. The Contractor shall make every effort to complete all hospital, ancillary, or specialty subcontractor agreements within sixty (60) days of the Effective Date. The Contractor is responsible for notifying the State in writing of any pending contracts not finalized within sixty (60) days of the Effective Date and shall include an estimated completion date in its notification to the State. Within two (2) weeks of the subcontract agreement effective date, copies of the subcontracts shall be provided to each Warden at each State Facility and to the State Director of Clinical Services. No subcontract of Contractor’s duties and obligations under this Contract shall relieve the Contractor of liability to the State for subcontractor failure to perform. All subcontractor agreements shall be assignable to the State in the event of termination of this Contract.
- c. Health Care Delivery Costs and Statistics. The Contractor shall utilize a management information system (“Management Information System”) that provides necessary health care delivery costs and statistical information on a statewide and State Facility-by-State Facility basis for the State to monitor Contractor’s performance. The system, which is to include licensed reference materials, software, personnel and their functions will be reviewed with and approved by the State Director of Clinical Services or designee within 30 days from the start of the contract.  
Contractor’s Management Information System shall be capable of producing upon request detailed reports on Contractor 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. In the interests of providing the Services in an effective and efficient manner, Contractor shall also do the following:

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 Medical Director 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 State Director of Clinical Services and State Chief Medical Officer.
  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 shall provide the plan for review by the State Chief Medical Officer.
  4. Develop a strategy to reduce the average number of prescriptions per inmate and review with the State Director of Clinical Services or his or her designee and the State Chief Medical Officer.
  5. Identify no more than two hospitals to which inmates shall be taken on a planned basis. The Contractor shall transfer all inmates admitted on an emergency basis to other hospitals to one of these two institutions as soon as the inmates are clinically stable for transfer. In every case of admission to hospitals other than the preferred two hospitals, the Contractor's Statewide Medical Director shall contact the State Chief Medical Officer or his or her designee on a daily basis regarding the status of the inmate and an anticipated date of transfer. The Contractor shall also provide a point of contact for the State Director of Clinical Services or his or her designee and State Chief Medical Officer at the hospital for use if the State Director of Clinical Services or State Chief Medical Officer or his or her designee desires to make direct contact.
- d. Monthly Operating Report. Within sixty (60) days of the Effective Date, the Contractor shall work with the State to design a monthly reporting template which shall allow the State to gauge the status of Contractor's operations at each State Facility ("Monthly Operating Report"). Beginning in the third month of the Contract, the Contractor shall provide the Monthly Operating Report for each month of the Term that delineates the status of operations occurring the prior month. At a minimum, the Monthly Operating Report shall include: utilization review, infectious disease and chronic disease statistics, staffing levels, including shortfalls and unfilled positions, ancillary statistics, hospital or emergency services statistics, Telemedicine statistics, incident reports, pharmacy statistics, committee reports, and all other monthly reporting requirements delineated under this Contract or required by applicable law or policy. The Monthly Operating Report shall be due on or before the 8<sup>th</sup> business day of the following month and shall identify successes and potential problems and resolutions. Contractor shall also prepare any ad hoc reports requested by the State.
- e. Annual Review. Each one-year anniversary of the Effective Date, the Contractor shall complete and present an annual report (the "Annual Report") of utilization

statistics and a narrative summary delineating accomplishments, barriers to improvement, and recommendations.

- f. Litigation Support. The Contractor shall cooperate fully with the State in all matters of litigation arising from the Contractor's delivery of Services. The Contractor shall furnish all evidence, whether factual or expert testimony, requested by the State in connection with inmate litigation. The Contractor shall notify the State whenever an agent, affiliate, subcontractor, or any other person performing Services under this Contract is asked to testify or provide an expert opinion or evidence in connection with any litigation involving the State, its staff, or any inmate.
- g. Inmate Co-Pay. The State has instituted a fee for service for inmate health care, which is payable to the State. The Contractor shall comply with the reporting standards of TDOC Policy #113.15.
- h. Pre-Release Planning and Transitional Services. The Contractor shall be responsible for assisting in the coordination of clinical services for inmates' pre-release planning in accordance with applicable State policy. The Contractor shall provide clinical case managers ("Clinical Case Managers") to complete re-entry planning services for all inmate patients with chronic general medical health or chronic mental health diagnoses and needs. The Clinical Case Manager's responsibilities are set forth in TDOC Policy # 508.04 and the State Clinical Case Management Guidelines. The Clinical Case Managers shall identify community resources to access health care services. The Clinical Case Managers shall assist in completing the applications to resources such as but not limited to: Medicare, TN care, Security Supplemental Income (SSI), and Social Security Disability Insurance (SSDI). The Clinical Case Managers shall confirm initial appointments with medical clinics and mental health providers in the community in preparation for re-entry.

The Contractor is responsible for issuing inmates a 30-day supply of medications upon their release unless contraindicated clinically. The Contractor shall comply with the State's medication policies.

Contractor shall coordinate reentry efforts at each State Facility with the associate warden of treatment and the chief counselor.

- A.21. STATE CONTRACT MONITORING. The Contractor shall meet the performance measures listed in Attachment Three of this Contract. The State shall provide State contract monitors ("State Contract Monitors") to ensure that Contractor is in compliance with the terms and conditions of this Contract. The Contractor shall cooperate fully with all monitoring activity and shall provide the State Contract Monitors full access to all clinical and corporate files including 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 this Contract.

- a. The State Contract Monitors shall have rights to include but not be limited to the following in conjunction with monitoring activities to ensure Contract compliance:

1. Reviewing of service levels, quality of care, and administrative practices as specified in the Contract;
2. Reporting on a monthly basis to the State Director of Clinical Services or designee, and the State Chief Medical Officer to address contractual issues;
3. Assisting in the development of necessary changes (amendments) to this Contract for approval by the Director of Clinical Services or designee;
4. Reviewing the Contactor's documentation to ensure compliance with this Contract;
5. Reviewing Contactor's Personnel Work Schedules, Time Sheets, Personnel Records, and Wage Forms to ensure compliance with staffing levels or other requirements of this Contract;
6. Reviewing of all files, records, and reports pertinent to the provision of inmate health care;
7. Reviewing of medical billings to determine appropriateness to contractual specifications and cost effectiveness to the State;
8. Conducting site visits, interviews, and inspections, as required, to provide a health services program; and
9. Reporting Contract non-compliance to the Contractor on a quarterly basis.

To ensure that the quality and timely delivery of Services are in compliance with this Contract and the State's policies and other organizational standards in the provision of health care, the State Contract Monitors shall operate independently of the Contractor. The State Contract Monitors shall be directly accountable to the State. The State Contract Monitors shall submit a monthly Contract compliance report to the State that shows the level of compliance by the Contractor in providing Services. Based on these reports, the State may require that the Contractor take specified corrective action.

- b. Additional inspections shall be conducted at least annually to ensure that all federal, state, and accrediting standards are met and that the Contractor is in full compliance with this Contract.

A.22. INNOVATIVE SOLUTIONS. The Contractor is encouraged to develop innovative solutions that will reduce costs or improve the delivery of the Services. The Contractor shall submit to the State Chief Medical Officer its proposed innovative solutions in writing outlining in detail how the innovative solution will improve the delivery of Services or reduce costs. Implementation of Contractor's proposed innovative solutions requires the prior written approval of the State.

A.23. COST SAVINGS. The State reserves the right to access any programs under applicable State or federal law that result in healthcare costs savings to the State. Changes to this Contract as a result of these cost savings initiatives shall be made by amendment to this Contract.

A.24. 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 the State employees listed in Attachment Five a position as an employee of the Contractor. State employees shall be

offered at least 120% of the employees' current base State salary. Contractor shall offer these State employees the Contractor's standard benefits package. For a period of 120 days, these State employees may only be terminated for cause.

- b. Contractor shall assume the positions on **Attachment Five**, at a rate of 120% of these State employees' salaries plus the rate of Contractor benefits. In the event there are any positions covered by an Educational Reimbursement Contract between the State employee and the State, these positions shall 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 State or transfer to another State position.
- d. Those State employees who choose to remain with State shall continue to provide health services consistent with the Services provided by Contractor under this Contract. The Associate Warden of Treatment, or his or her designee, at each State Facility shall provide administrative supervision and participate in the annual evaluation process of these State employees.
- 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.

A.25. **REPORTS.** The Contractor shall submit the following reports (collectively referred to as "the Reports" and as outlined in Attachment Eight) for the following:

- a. A monthly electronic Report summarizing the month-to-date and year-to-date inmate, family or third-party complaints, grievances and other inquiries regarding any aspect of the health care and any resolutions and status of the resolution.
- b. A quarterly Report for hospital services that details billed and paid claim payments.
- c. An Emergency Room Report detailing the date of the emergency room visit and hospital admission, inmate name, inmate State number, patient's health or mental health status, estimated date of discharge and any other pertinent information. The Emergency Room Report shall be distributed via e-mail to the Warden, Associate Warden of Treatment, Health Administrator, State Director of Clinical Services, and State Chief Medical Officer on a weekly basis.
- d. A Medication Report on a monthly basis, or on an ad-hoc basis as requested by the State, that details medication requests and the medications that were delivered and received by inmates at each State Facility. The Clinical Pharmacist shall provide notations and explanations for medications that were requested but were not delivered and received by an inmate at a State Facility. The Medication Error Report shall be provided to the State detailing the month-to-date and year-to-date medication errors at each State Facility.
- e. A tracking system and daily Telemedicine report, excluding weekends, detailing Telemedicine events, including consultation requests and completions. The tracking system shall be provided to the Director of Clinical Services or designee by the Contractor after receiving written approval from the State. The tracking system shall permit the State to access and look up telemedicine events.

- f. A Utilization Management and Review Services Report on a monthly, quarterly and annual basis required by this subsection 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, and State Facility. The Contractor shall use appropriate coding for inpatient hospital reporting (for example, DRG, ICD-9, and CM). The Contractor shall provide the following and any other reports requested by the State:
1. State Daily Inpatient Census with key data elements, including the IDPM.
  2. Inpatient days per month by diagnosis and ADC and ALOS.
  3. Diagnostic Code by facility and by provider.
  4. Outliers, Variance/Variability.
  5. Specialty Care Services Consultations with key data elements.
  6. Telemedicine consultations with key data elements. These elements shall include but not be limited to the following:
    - A. Capacity: The total number of referrals. Number of specialty referrals that are appropriate for tele-health referral. These shall be reported by specialty.
    - B. ATP: Number of referrals completed by alternative treatment plan.
    - C. Number of initiated tele-health referrals.
    - D. Number of consultations completed by off-site visit
    - E. Number of completed tele-health referrals resulting in avoidance of transportation. (1) Direct (2) indirect
    - F. Number of AMAs (as defined in section A.2.):
    - G. Number of tele-health referrals closed at the patients' request.
    - H. Cancelled: Number of referrals closed for any reason other than previously described. Each incident shall indicate reason such as: cancelled by provider, cancelled by transportation, or cancelled due to mechanical difficulty.
- g. Radiology Reports. All reports shall be typed and delivered within twenty-four (24) hours to the correctional facility clinical staff in a format approved by the State Chief Medical Officer. The Contractor is responsible for the provision of all other off-site diagnostic testing required under this Contract. The Contractor shall provide all on-site fluoroscopy and special studies as capabilities allow. Radiology studies shall be provided with digital imagery allowing access by designated providers in State Facilities and the State Chief Medical Officer, and direct access to view the films through remote or mobile devices

Typed reports for routine studies shall be provided to the facility as soon as they are read or no later than twenty-four (24) hours after the image is obtained. The radiologist shall call the facility within twelve (12) hours with any report requiring immediate intervention. Hard copy

typed reports and films (where digital technology is not available) shall be received within twenty-four (24) hours of obtaining the image. If the State implements an electronic health record system, digital reports are required to be transmitted within twenty-four (24) hours of treatment or consultation. 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.

- h. Committee 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 improvement in health care operations.
- i. In accordance with the State's policy as may be updated from time-to-time, the Contractor shall submit a monthly CQI report to the State CQI coordinator in a written or electronic form acceptable to the State, by the eighth (8th) day of each month during the Term of this Contract or as otherwise directed by the State.
- j. Peer Review Reports. At least annually, the Contractor shall provide the State with documentation that peer review has been completed for each Physician, dentist or Mid-Level Provider on staff at each affected State Facility.

A.26. SUPERVISION OF INTERNS. When applicable, upon approval of the TDOC Medical Director or designee, the appropriately licensed clinician will provide supervision to internship or practicum students. Each licensed clinician can be requested by the State to supervise at least two interns. The Contractor's providers shall be available for teaching purposes and providing training as requested by the State.



A.27. Contractor Transitions

A.27.1 Upon award of a succeeding contract, the Contractor shall work with the State and any other organizations designated by the State to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency. The new Contractor shall work with the current contractor to export information from the current contractor's system to the new contractor's system.

A.27.2 Upon expiration, termination, or cancellation of this contract, the Contractor shall assist the State to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the State, if requested in writing. The Contractor shall provide and/or perform any or all of the following responsibilities:

A.27.2.a The Contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the State Project Manager and/or to the State's designee within seven (7) days after receipt of the State's written request. The State's written request will specify the required format and condition for all records, documentation, reports, data, recommendations and printing elements to be delivered to the State.

A.27.2.b The Contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

A.27.2.c The Contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the State, in order to insure the completion of such service prior to the expiration of the contract.

A.28. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

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

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

Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.29. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

- B.1. This Contract shall be effective on August 1, 2017 ("Effective Date") and extend for a period of thirty-six (36) 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.
- B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. MAXIMUM LIABILITY. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. COMPENSATION FIRM. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. PAYMENT METHODOLOGY. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the average daily population (inmates located at State facilities and those undergoing medical treatment at other locations) at the time specified by the Deputy Commissioner of Operations or designee times the number of days in the month times the blended per diem rate. Cost Items below shall be used for adjustments in total population for increases and decreases. Adjustments of either an increase or decrease in population of less than five (5) percent will not result in a per diem adjustment.

Comment [KXJ1]: Final draft RER language. KJ

Cost Item Service Description	Amount (per compensable increment)				
	Year 1	Year 2	Year 3	Year 4*	Year 5*
Blended Per Diem Rate Per Inmate (14,415 population)	\$	\$	\$	\$	\$
Blended per diem rate per inmate (5% decrease; 14,414 to 13,694 population)	\$	\$	\$	\$	\$
Blended per diem rate per Inmate (10% decrease; 13,693 to 12,974 population)	\$	\$	\$	\$	\$
Blended per diem rate per inmate (15% decrease; 12,973 to 12,253)	\$	\$	\$	\$	\$
Blended per diem rate per inmate (5% increase; 14,416 to 15,136 population)	\$	\$	\$	\$	\$

Blended per diem rate per Inmate (10% increase; 15,137 to 15,857 population)	\$	\$	\$	\$	\$
Blended per diem rate per inmate (15% increase; 15,858 to 16,577)	\$	\$	\$	\$	\$

\*If contract is extended by amendment

- 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.9.c.). The Contractor's responsibility shall be capped at \$4,000,000 per year.
- 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 shall 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.8.e. 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. **The Contractor shall supply a copy of the invoice submitted from the hospital, as well as, all supporting documentation.**
- e. Should employees decline the Contractor's job offer and remain state employees, the amount billed to STATE per month shall 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 time, travel expenses, meals, or lodging.

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

Tennessee Department of Correction  
6<sup>th</sup> Floor Rachel Jackson Building  
320 6<sup>th</sup> Avenue North  
Nashville, TN 37243-0465

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations shall 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;
  - (8) Contractor contact for invoice questions (name, phone, or email);
  - (9) Contractor remittance address;
  - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
  - (13) Amount due for each compensable unit of good or service; and
  - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
  - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
  - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
  - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. PAYMENT OF INVOICE. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. INVOICE REDUCTIONS. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. DEDUCTIONS. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. PREREQUISITE DOCUMENTATION. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
  - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form shall be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. MANDATORY TERMS AND CONDITIONS:**

- D.1. REQUIRED APPROVALS. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. COMMUNICATIONS AND CONTACTS. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Edward J. Welch, Assistant Commissioner, Rehabilitative Services  
Tennessee Department of Correction

Rachel Jackson Building  
320 Sixth Avenue North  
Nashville TN 37243  
Edward.Welch@tn.gov  
Telephone # (615) 253-8260

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

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

- D.3. MODIFICATION AND AMENDMENT. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. SUBJECT TO FUNDS AVAILABILITY. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. TERMINATION FOR CONVENIENCE. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. TERMINATION FOR CAUSE. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. CONFLICTS OF INTEREST. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. NONDISCRIMINATION. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. PROHIBITION OF ILLEGAL IMMIGRANTS. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.



- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. RECORDS. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. MONITORING. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. PROGRESS REPORTS. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. STRICT PERFORMANCE. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. INDEPENDENT CONTRACTOR. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. PATIENT PROTECTION AND AFFORDABLE CARE ACT. The Contractor agrees that it shall be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. LIMITATION OF STATE'S LIABILITY. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. LIMITATION OF CONTRACTOR'S LIABILITY. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. HOLD HARMLESS. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

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

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

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to

keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

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

D.22. TENNESSEE DEPARTMENT OF REVENUE REGISTRATION. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

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

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

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

- D.24. FORCE MAJEURE. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. STATE AND FEDERAL COMPLIANCE. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. ENTIRE AGREEMENT. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties’ agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. SEVERABILITY. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. HEADINGS. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. INCORPORATION OF ADDITIONAL DOCUMENTS. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments One- Eleven;
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to Respondents during the procurement process to award this Contract; and
- f. the Contractor's response seeking this Contract.

D.31. INSURANCE. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State shall receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor shall provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies shall be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) shall be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements. The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

a. Commercial General Liability Insurance.

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Workers' Compensation and Employer Liability Insurance.

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;
- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance.

- i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- ii. The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$2,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance.

- i. Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but shall include an extended reporting period or "tail coverage" of at least two (2) years after the Term;
- ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than two million (\$2,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

e. To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate written with an umbrella policy for one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. If the deficient underlying policy is for coverage area without aggregate limits (generally

Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.

- f. Cyber Liability and Network Security Insurance, covering network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than four million dollars (\$4,000,000.00) per occurrence or claim, four million dollars (\$4,000,000.00) in the aggregate including but not limited to consumer notification, whether or not required by law, in the performance of services hereunder.

- D.32. IRAN DIVESTMENT ACT. The requirements of Tenn. Code Ann. § 12-12-101 *et. seq.*, addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. PRISON RAPE ELIMINATION ACT (PREA). Contractor agrees to abide by the 2003 Prison Rape Elimination Act, 42 U.S.C., 15601 through 15609 (PREA), and Title 28 CFR Part 115, as delineated in TDOC Policy #502.06.

#### **E. SPECIAL TERMS AND CONDITIONS.**

- E.1. CONFLICTING TERMS AND CONDITIONS. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. CONFIDENTIALITY OF RECORDS. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

Upon termination of the Contract, all Confidential Information in the Contractor's possession shall be returned to the State or destroyed by the Contractor as determined and directed by the State.

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

- E.3. PRINTING AUTHORIZATION. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.4. ADDITIONAL LINES, ITEMS, OR OPTIONS. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the



Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.

- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
  - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
  - (2) Any pricing related to the new lines, items, or options;
  - (3) The expected effective date for the availability of the new lines, items, or options; and
  - (4) Any additional information requested by the State.
- b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.
- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.5. EXTRANEIOUS TERMS AND CONDITIONS. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.6. REIMBURSEMENT. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor’s request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Commissioner to procure by non-competitive procurement as a condition for reimbursement.

E.7. STATE FURNISHED PROPERTY. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor’s use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

- E.8 SOFTWARE LICENSE WARRANTY. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.9 SOFTWARE SUPPORT AND MAINTENANCE WARRANTY. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.10. WORK PAPERS SUBJECT TO REVIEW. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.11 PROHIBITED ADVERTISING OR MARKETING. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.12. PUBLIC ACCOUNTABILITY. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, 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 Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.
- E.13. 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.14. 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 Contractor, 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 any 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 31 U.S.C. § 1352.

- E.15. CONTRACTOR COMMITMENT TO DIVERSITY. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 32901-31230 (Attachment SIX) and resulting in this Contract.

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

- E.16. 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 specifically faithful performance of the work in accordance with the plans, specifications, and Contract documents. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment 2. The bond shall be issued by 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 the first year of the Term in the amount of **Written Dollar Amount (\$Number)** and, thereafter, a new performance bond in an amount of ten percent (10%) of the Maximum Liability, **Written Dollar Amount (\$Number)** covering each subsequent year of the Term, including any renewals or extensions. The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall provide performance bonds to the State prior to the Effective Date and thirty (30) days prior to the beginning of each renewal or extended Term.

Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State's prior written approval.

- E.17. LIQUIDATED DAMAGES. If any event giving rise to liquidated damages as outlined in Attachment Three occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("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 Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment Three and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree 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 Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this 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.

- E.18. **PARTIAL TAKEOVER OF CONTRACT.** The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.19. **PERSONALLY IDENTIFIABLE INFORMATION.** While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time-to-time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to

Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

#### E.20. SECURITY AND STANDARDS-COMPLIANCE REQUIREMENTS.

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

discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

- b. Security Audit. The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: <http://tn.gov/finance/topic/oir-security-policies>. The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.

Contractor shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Contractor's facilities or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State that the non-compliance issue has been rectified.

- E.21. INTELLECTUAL PROPERTY. 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 concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can

demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.22. **SURVIVAL.** The terms, provisions, representations, and warranties contained in Section A.11. of this Contract shall survive the completion of performance, termination or expiration of this Contract.
- E.23. **COMPLIANCE WITH ENTERPRISE INFORMATION SECURITY POLICIES.** The Contractor is required to meet all the security controls stated in the Tennessee *Enterprise Information Security Policies* (<http://tn.gov/finance/topic/sts-security-policies>), and conform to all applicable State and federal laws regarding information security. As additional State and federal Security and Regulatory requirements are imposed, the Contractor shall ensure that the environment content and applications are kept up to date with the emerging requirements.
- E.24. **ENCRYPTION.** All data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the data. The Contractor shall ensure drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data. The solution should support 256 bit encryption or latest State standard. This provision also applies to the data-at-rest and data-in-transit protections provided by the solution, even if protection of data-at-rest or data-in-transit is implemented by external modules (rather than the solution itself). The State shall hold all encryption keys
- E.25. **DATA PROTECTION.** The Contractor represents and warrants that use of the system as contemplated hereunder including, without limitation, Work Product and any software, shall not result in the loss, destruction, deletion or of data integrity issues of any State's data that is not easily retrievable or the alteration of any of State's data that is not easily reversed.
- E.26. **SEPARATION OF DUTIES.** To reduce the risk of accidental change or unauthorized access to operational software and business data, there should be a separation of duties based on development, test, and operational facilities.

Confidential data should not be copied into test and development systems. Development and test environments should not be directly connected to production environments. Data and operational software test systems should emulate production systems as closely as possible. The Contractor shall limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

- E.27. **REMOVABLE MEDIA.** Removable media should be sanitized in accordance with NIST publication 800-88 prior to removing it from the facilities for maintenance or repair. Removable media should be disposed of securely when no longer required, using approved State procedures as may be updated from time-to-time. Removable media containing confidential information, confidential data, or sensitive data shall be protected against unauthorized access, misuse or corruption during transport.
- E.28. **SECURITY PLAN.** The Contractor shall prepare and deliver a comprehensive written Security Plan to the State at the time of contract signing describing how any system used by the Contractor contains application security features which satisfy the security requirements found in this Contract. The Plan shall include all recommended levels of security, limitations of capabilities, and any required rules, and shall incorporate any reasonable and lawful requests or requirements

of the State. The format and content of security tables shall be included, as well as the recommended starting phase for establishing security profiles. Further, and without limitation, the Security Plan shall demonstrate how Contractor shall:

1. Protect all information and information systems in order to ensure:
  - a. Integrity, which means guarding against improper information modification or destruction, and includes ensuring information authenticity;
  - b. Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and
  - c. Availability, which means ensuring timely and reliable access to and use of information.
2. Secure the System and the information contained therein that connects to the State network, or any network operated by the Contractor, regardless of location.
3. Adopt and implement, at a minimum, the policies, procedures, controls, and standards of the States' *Enterprise Information Security Policies* to ensure the integrity, confidentiality, and availability of information and information systems for which the Contractor is responsible under this Contract or to which it may otherwise have access under this Contract.
4. The Contractor shall ensure that each user role is based on the business functions they are required to perform. The State has the right to perform manual or automated audits, scans, reviews, or other inspections of the Contractor's IT environment being used to provide or facilitate services for the State. The State reserves the right to verify the infrastructure and security test results.
5. The Contractor shall not publish or disclose in any manner, without the State's written consent, the details of any safeguards whether designed, developed, or implemented by the Contractor under this Contract or otherwise provided by the State.
6. Access to State Data shall be limited to the Contractor's State-assigned employees. Staff with data access shall sign a nondisclosure agreement and a security agreement. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of State data, the Contractor shall afford the State access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. The contractor shall make appropriate personnel available for interviews and provide all necessary documentation during this review.
7. The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. The State and the Contractor shall understand each other's roles and responsibilities.
8. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of data. Such security measures shall be in accordance with recognized industry



practice and not less stringent than the measures the Contractor applies to its own personal data.

- E.29. **MALICIOUS CODE.** The Contractor shall represent and warrant that the Software, Application and Network shall be free from all computer viruses, worms, time-outs, other harmful or malicious code intended to or which may damage, disrupt, inconvenience or permit access to the Software user's or another's software, hardware, networks, data or information. If the Contractor is aware of any security incident, vulnerability or other malicious code within their software or network the Contractor shall immediately disclose this information to the State via telephone and e-mail, as well as identify a timeline to mitigate and eliminate the risk.
- E.30. **PROTECTION OF INFORMATION.** The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this Contract. It is anticipated that this information shall be gathered, created, and stored within the primary work location. If contractor personnel shall remove any information from the primary work area they should protect it to the same extent they would their own proprietary data or company trade secrets. The use of any information that is subject to the Privacy Act shall be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information. The State shall retain unrestricted rights to State data. The State also maintains the right to request full copies of the data at any time.

The data that is processed and stored by the various applications within the network infrastructure contains financial data as well as Personally Identifiable Information (PII). This data shall be protected against unauthorized access, disclosure or modification, theft, or destruction. The Contractor shall ensure that the facilities that house the network infrastructure are physically secure. The data shall be available to the State upon request within one business day or within the timeframe specified otherwise, and shall not be used for any other purpose other than that specified herein. The contractor shall provide requested data at no additional cost to the State.

- E.31. **CONFIDENTIALITY AND NON-DISCLOSURE.** The State has unlimited data rights to all deliverables and associated working papers and materials.

All documents produced for this project are the property of the State and cannot be reproduced, or retained by the contractor. All appropriate project documentation shall be given to the State during and at the end of this Contract. The contractor shall not release any information without the written consent of the State. Personnel working on any of the described tasks may, at State request, be required to sign formal non-disclosure or conflict of interest agreements to guarantee the protection and integrity of State information and documents. Data shall only be disclosed to authorized personnel on a Need-To-Know basis. The contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, or equipment is properly protected. Any information made available to the Contractor by the State shall be used only for the purpose of carrying out the provisions of this Contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the Contract. In performance of this Contract, the Contractor assumes responsibility for protection of the confidentiality of State records. Each officer or employee of the Contractor to whom any State record may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

- E.32. **SYSTEM INTERFACES.** The Contractor is required to exchange information between the State System and entities that are internal or external to the State. The discovery phase of the design process shall include evaluation of the existing interfaces and specify modifications, enhancements, or replacements to the interfaces which shall be integrated into the system. The Contractor shall develop interfaces that feature standardized data formats and characteristics as well as standardized methods of communication and data interchange where applicable. The Contractor shall also provide data schema and mappings and a fully documented set of standard application interfaces to allow for future external data sharing.

The Contractor shall develop specification documentation for each interface incorporated into the State system during the Design Phase of this project. The Interface Specifications shall be non-proprietary and the property of the State. The State shall have full distribution rights to the interface specifications developed for the system. The system shall provide State staff the ability to select the method of interchange. Interfaces may be real time, batch or a combination of both.

The Contractor shall use encryption for all data transfers and shall secure all APIs and Open Interfaces. Protocols and communication ports associated with specific interfaces shall be determined by the Contractor and approved by the State during design.

- E.33. **COMPLIANCE.** The Contractor is required to meet all the security controls stated in the Tennessee Enterprise Information Security Policies (<http://tn.gov/finance/topic/sts-security-policies>), as may be revised from time-to-time, and conform to standards required by FedRAMP, ISO27001, or SOC-2 Type 2, and present proof to the State on an annual basis that they have maintained such compliance or certification.
- E.34. **DATA LOCATION.** The Contractor shall provide its Services to the State and its end users solely from data centers in the United States of America. Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support solely within the U.S.
- E.35. **DATA OWNERSHIP.** The State shall own all right, title and interest in its data that is related to the services provided by this Contract. The Contractor shall not access State user accounts or State data except:

1. In the course of data center operations,
2. In response to service or technical issues,
3. As required by the express terms of this Contract, or
4. At the State's written request.

All data obtained by the Contractor in the performance of this Contract shall become and remain the property of the State.

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

1. At no time shall any data or processes that either belong to or are intended for the use of the State or its officers, agents or employees, be copied, disclosed or retained by the Contractor for subsequent use in any transaction that does not include the State.

2. The Contractor shall not use any information collected in connection with the Service for any purpose other than fulfilling the service.

E.36. **IMPORT AND EXPORT OF DATA.** The State shall have the ability to import or export data piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to or from other service providers.

E.37. **SECURITY INCIDENT AND DATA BREACH.** The Contractor shall inform the State of any security incident or data breach. The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

The Contractor shall report any security incident to the appropriate State identified contact immediately. If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall:

- a. Promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law;
- b. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner;
- c. Cooperate with the State as reasonably requested by the State to investigate and resolve the data breach;
- d. Promptly implement necessary remedial measures, if necessary; and
- e. Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

Unless otherwise stipulated, if a data breach is a direct result of the Contractor breach of its contractual obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law - all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

- E.38. ACCESS TO SECURITY LOGS AND REPORTS. The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.
- E.39. SECURITY AUDITS. The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: <http://www.tn.gov/finance/oir/security/secpolicy.html>. The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.

Contractor shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Contractor's facilities or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or State law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

- E.40. CHANGE CONTROL AND ADVANCE NOTICE. The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.
- E.41. SECURITY CERTIFICATION, ACCREDITATION, AUDIT. At the State's request, the contractor shall provide proof of any security certifications, accreditation, or audit on a yearly basis to the State to validate the hosting solution security. (Examples: SOC 2 Type II/ SOC 3, ISO 27001).
- E.42. PHYSICAL SECURITY. All enterprise data processing facilities that process or store data shall have multiple layers of physical security. Each layer should be independent and separate of the preceding or following layer(s).

All facilities should have, at a minimum, a single security perimeter protecting it from unauthorized access, damage or interference. Secure areas should be protected by appropriate entry controls to restrict access only to authorized personnel. Procedures for working in secure areas should be created and implemented. Access points such as delivery and loading areas and other points where unauthorized persons could enter the premises should be controlled, and if

possible, isolated from information processing facilities. Equipment should be located in secured areas or protected to reduce the risks from environment threats and hazards, and to reduce the opportunities for unauthorized access. Secured cabinets or facilities should support further segregation based on role and responsibility.

Users should ensure that unattended data processing equipment has appropriate protection. All systems and devices owned and operated by or on behalf of the State should be configured to clear and lock the screen or log the user off the system after a defined period of inactivity.

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

E.43. ASSESSMENT OF THE SYSTEM.

- a. The contractor shall comply with requirements, including making available any documentation, physical access, and logical access needed to support this requirement. The contractor shall create, maintain and update logs and documentation according to certification standard controls.
- b. Information systems shall be reassessed by the State whenever there is a significant change to the system's security posture.
- c. The State reserves the right to perform Penetration Testing. If the State exercises this right, the Contractor shall allow State employees (or designated third parties) to conduct Security Assessment activities to include control reviews. Review activities include but are not limited to scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of State information for vulnerabilities.
- d. The Contractor is responsible for mitigating all security risks found during Assessment and continuous monitoring activities. All high-risk vulnerabilities and moderate risk vulnerabilities shall be mitigated within 30 days from the date vulnerabilities are formally identified. The State shall determine the risk rating of vulnerabilities.
- e. The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the standard State configuration for desktop computers. The standard installation, operation, maintenance, updates, or patching of software shall not alter the configuration settings from the approved configuration. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. Contractor shall provide all services requested through this Contract within the context of the technical environment described in *Tennessee Information Resources Architecture*.

E.44. CLICK WRAP LICENSES. No “click wrap” licenses or provisions shall be allowed during this Contract.

E.45. SYSTEM PATCHING AND PENETRATION SCANNING.

- a. The Contractor shall conduct periodic and special vulnerability scans, and install software / hardware patches and upgrades to protect all automated information assets. These audits shall be performed by a third party qualified to perform such tests, including penetration tests of the internal and external user interface, annually.
- b. The Contractor shall submit, for review and approval by the State, the proposed scope of testing as well as the name and qualifications of the party performing the tests. The Contractor is responsible for the costs of this testing.
- c. The State may elect to perform independent testing.
- d. The Contractor shall report the results of the vulnerability scans described above to the State within 10 calendar days following the Contractor's receipt of said results.
- e. The Contractor shall address and resolve any vulnerability as directed by the State. The Contractor shall arrange for repeat testing to ensure that all identified vulnerabilities have been addressed as directed by the State.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME**

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**CONTRACTOR SIGNATURE**

**DATE**

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

**TENNESSEE DEPARTMENT OF CORRECTION:**

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**TONY PARKER, COMMISSIONER**

**DATE**

RFS 32901-31230 Inmate Health Services

**Attachment One**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (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.**

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**CONTRACTOR SIGNATURE**

NOTICE: This attestation SHALL 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.

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**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**

**ATTACHMENT TWO – SAMPLE PERFORMANCE BOND**

BOND NO. #

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor name  
Contractor address  
Contractor telephone

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety name  
Surety address  
Surety telephone

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of state name and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of General Services Central Procurement Office (“State”), whose principal address is 312 Rosa L. Parks Avenue, 3<sup>rd</sup> Floor, Nashville, TN 37243, and whose principal telephone number is 615-741-1035 in the penal sum of Written Dollar Amount (\$ Number) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with State for Inmate Health Services (Solicitation No. #32901-31230) (the “Contract”) in accordance with the scope of services and deliverables (the “Scope”) set forth in Section A of the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays State any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that State sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and
3. Performs, to the satisfaction of State the Scope under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to in the Contract shall in anyway affect its obligation under this bond. The Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Scope.



It is expressly understood the time provision under Tenn. Code Ann. § 12-3-502 shall apply to this bond. Bond shall be received within fourteen (14) calendar days of receipt of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
In the presence of:

PRINCIPAL:

Contractor name

By: \_\_\_\_\_  
(Contractor's authorized signatory)

\_\_\_\_\_  
(Printed name and title)

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
In the presence of:

SURETY:

Surety name

By: \_\_\_\_\_  
(Surety's authorized signatory)

\_\_\_\_\_  
(Printed name and title)

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission Expires:  
\_\_\_\_\_

**Authority Granted by Tenn. Comp. R. & Regs. 0690-03-01-.07 and Tenn. Code Ann. §12-3-502**

**ATTACHMENT THREE – Separate Document**

**ATTACHMENT FOUR –Separate Document**

**CURRENT STATE POSITIONS REQUIRING CONTRACTOR JOB OFFERS**

**ATTACHMENT FIVE – Separate Document**

**ATTACHMENT SIX – Go-DBE Diversity Letter of Commitment**

**(Company Letterhead/Logo)**

To: *Mr./Ms. Name of state agency contact*  
State of Tennessee  
*Department*  
*Address*

Date:

Mr./Mrs.(Agency Contact),

(**COMPANY NAME**) is committed to achieving or surpassing the stated goal of (**SPECIFY PERCENTAGE**) spend with certified diversity business enterprise firms on the state of Tennessee (*RFP 32901-31280 for Employee Drug Testing Program Services*) and (**Edison contract # to be assigned**).

Diversity businesses are defined as those that are:

1. Owned by a person or persons of ethnic minority, or female gender, or service-disabled veterans, or are which are small businesses as defined by the State of Tennessee's Governor's Office of Diversity Business Enterprise (Go-DBE); and
2. Certified as a minority, woman owned, service-disabled veteran owned or small business enterprise or MBE, WBE, SDVBE or SBE by Go-DBE.

We confirm our commitment of (**SPECIFY PERCENTAGE**) participation on the state of Tennessee contract by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated diversity subcontractors and suppliers: (*Use separate attachment if needed*)

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- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers): \_\_\_\_\_%.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

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Further, we commit to:

1. Using applicable reporting tools that allow the Governor's Office of Diversity Business Enterprise to track and report purchases or payments to businesses owned by minority, women, service-disabled veterans and small businesses.
2. Reporting quarterly to the Go-DBE office the dollars paid to certified diversity businesses owned by minority, women, service-disabled veterans and small business accomplished under contract # (**Edison number to be assigned**).

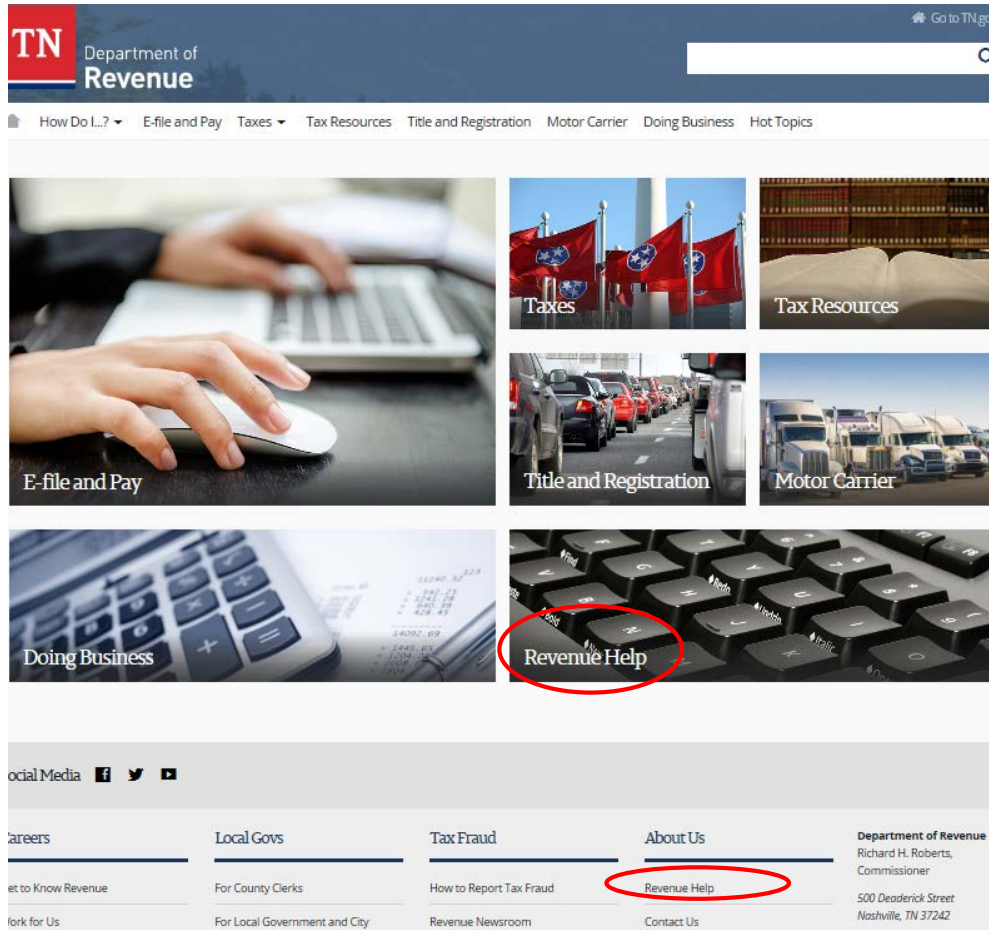
(COMPANY NAME) is committed to working with the Governor's Office of Diversity Business Enterprise office to accomplish this goal.

Regards,

## ATTACHMENT SEVEN – Revenue Registration

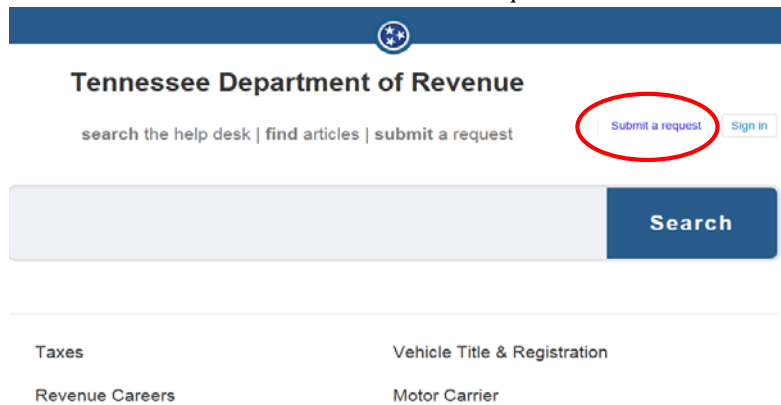
### Registration for Sales and Use Tax in Tennessee Job Aid for Vendors

1. Enter the link into your browser or click on the link below.  
<http://www.tn.gov/revenue>
2. Click on the "Revenue Help" link on the keyboard or at the bottom of the page.





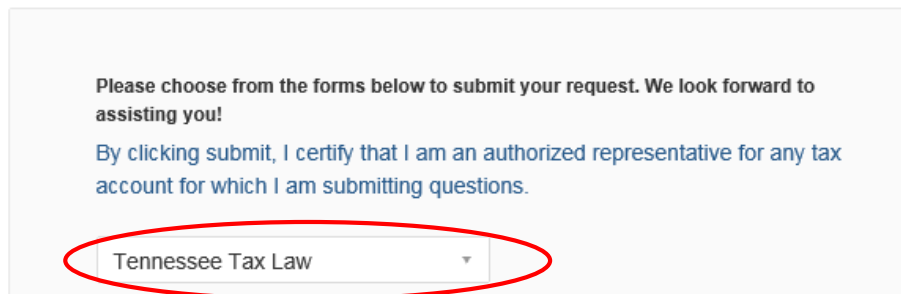
3. The vendor should then click on the "Submit a request" link.



The screenshot shows the top of the Tennessee Department of Revenue website. At the top is a dark blue header with the state seal. Below it, the text "Tennessee Department of Revenue" is centered. Underneath, there are links: "search the help desk | find articles | submit a request". To the right of these links, there are two buttons: "Submit a request" (highlighted with a red circle) and "Sign in". Below the navigation links is a search bar with a "Search" button. At the bottom of the header, there are four links: "Taxes", "Vehicle Title & Registration", "Revenue Careers", and "Motor Carrier".

4. In the drop down menu select "Tennessee Tax Law" .

## Submit a request



The screenshot shows the "Submit a request" form. It starts with the text "Please choose from the forms below to submit your request. We look forward to assisting you!". Below this is a statement: "By clicking submit, I certify that I am an authorized representative for any tax account for which I am submitting questions." At the bottom, there is a dropdown menu with "Tennessee Tax Law" selected (highlighted with a red circle).

5. Complete each field that has an asterisk (\*) with your information.

**Your email address \***

**Subject \***

**Description \***

Please enter the details of your request. A member of our support staff will respond as soon as possible.

**Name \***


**Phone Number \***

**Tax Type**

**Attachments**

 [Add file](#) or drop files here

**Submit**

6. In the subject field enter Vendor Sales and Use Tax.

**Subject \***

7. Answer the questions below. Copy and paste the questions with your response in the description field.

- a. As an out-of-state vendor, what are you selling or providing to a Tennessee entity?
- b. Do you have any employees in Tennessee?
- c. Do you have a business location in Tennessee?
- d. Do you have sales reps that enter Tennessee?
- e. How is your product delivered to a Tennessee customer? (common carrier or company vehicles, electronically, or by tangible method)

f. If installation is required, who installs the product?

**Description \***

Do you have sales reps that enter Tennessee? Yes

How is your product delivered to a Tennessee customer? (common carrier or company vehicles, electronically, or by tangible method)

If installation is required, who installs the product? By Freight

Please enter the details of your request. A member of our support staff will respond as soon as possible.

8. Type in your name and phone number.

**Name \***

**Phone Number \***

9. Click the Submit button.

Once these questions are answered, the Tennessee Department of Revenue shall contact you via e-mail within 24 hours and determine if your business needs to register for a Sales and Use Tax account or if you are exempt from such registration.

## ATTACHMENT EIGHT – Reports List

Report Name	Frequency/Format/Distribution	Contents
Complaints, Grievances and Inquiries  (Contract Section A.25.a)	Monthly/Electronic	Summary of month-to-date and year-to-date inmate, family or third-party complaints, grievances and other inquiries regarding any aspect of the health care and any resolutions and status of the resolution
Hospital services billed/paid claims payments (Contract Section A.25.b)	Quarterly/Electronic	Hospital services billed and paid claims payments
Emergency Room Report (Contract Section A.25.c)	Weekly/Email Distributed via e-mail to Warden, Associate Warden of Treatment, Health Administrator, State Director of Clinical Services, State Chief Medical Officer	<ul style="list-style-type: none"> <li>• Date of ER visit and Hospital Admission</li> <li>• inmate name,</li> <li>• inmate State ID number,</li> <li>• inmate health or mental health status,</li> <li>• estimated date of discharge</li> <li>• any other pertinent information</li> </ul>
Medication Report (Contract Section A.25.d)	Monthly or as requested by the State/Electronic	<ul style="list-style-type: none"> <li>• Medication requests</li> <li>• Medications delivered and received by inmates at each facility</li> <li>• Medications requested but not delivered and received by inmates</li> <li>• Medication errors for each facility</li> </ul>
Tracking System and Telemedicine Report (Contract Section A.25.e)	Daily except weekends Provided to State Director of Clinical Services or designee/Electronic  Contractor System shall permit the State to access and look up telemedicine events/Electronic	<ul style="list-style-type: none"> <li>• Telemedicine consultation requests</li> <li>• Telemedicine consultation completions</li> </ul>
Utilization Management and Review Services Reports (Contract Section A.25.f)	Monthly/Quarterly and Annually/Electronic  Contractor shall use appropriate coding for inpatient hospital reporting (for example DRG, ICD-9 and CM)	<ul style="list-style-type: none"> <li>■ Aggregate and individualized reports by: <ul style="list-style-type: none"> <li>• physician,</li> <li>• inmate,</li> <li>• service type</li> <li>• facility</li> </ul> </li> <li>■ State Daily Input Census (key data elements including IDPM)</li> <li>■ Inpatient Days Per Month by Diagnosis, ADC and ALOS</li> <li>■ Diagnostic Code by facility and by provider</li> <li>■ Outliers, variance/Variability</li> <li>■ Specialty Care Services</li> </ul>

		<p>Consultation with key data elements</p> <ul style="list-style-type: none"> <li>■ Telemedicine Consultation with key data elements including but not limited to: <ul style="list-style-type: none"> <li>▪ Capacity</li> <li>▪ ATP</li> <li>▪ Number of initiated Telehealth referrals</li> <li>▪ Number of consultations completed by off-site visit</li> <li>▪ Number of completed tele-health referrals resulting in avoidance of transportation</li> <li>▪ Number of AMAs</li> <li>▪ Number of Telehealth referrals closed at patient's request</li> <li>▪ Cancelled</li> </ul> </li> </ul>
Radiology Reports and Typed Reports for Routine Studies (Contract Section A.25.g)	<p>Typed/digital images/films within 24 hours to correctional facility clinical staff</p> <p>Direct Access to films through remote or mobile devices provided to designated providers in State facilities and Chief Medical Officer</p> <p>Radiologist shall call facility within 12 hours of any report requiring immediate intervention</p> <p>Hard copy typed reports and films (where digital technology not available shall be received within 24 hours of obtaining image.</p>	Radiology studies with digital imagery. Contractor shall provide all on-site fluoroscopy and special studies as capabilities allow.
Committee Reports (Contract Section A.25.h)	Format and timeframes as dictated by relevant TDOC policy	Minutes of all committee meetings
Monthly CQI Report (Contract Section A.25.i.)	Written or electronic form acceptable to the State by the 8 <sup>th</sup> day of each month	
Documentation of Peer Review (Contract Section A.25.j)	Annually	Confirmation and documentation that peer review has been completed for each Physician, dentist or Mid-Level Provider on staff at each State Facility

**ATTACHMENT NINE Transition Plan Placeholder**

**ATTACHMENT TEN – Workplan Placeholder**

ATTACHMENT ELEVEN

**TDOC Inmate Population**  
**July '14 - June '15 Actual**  
**July '15 - June '16 Estimated**

State Operated Institutions					
Location	FY'15 Actual	% of Beds Budgeted	FY'16 Estimated	96% Budgeted Capacity FY'17	FY'17 Base
TPFW	777	96.52%	805	773	805
TCIX <sup>1</sup>	1,566	88.37%	1,772	1,701	1,772
MLCC	424	96.36%	440	422	440
CBCX <sup>3</sup>	449	42.36%	0	0	0
BCCX	2,367	93.89%	2,521	2,420	2,521
WTSP	2,369	91.75%	2,582	2,479	2,582
RMSI <sup>4</sup>	630	75.72%	832	799	832
NECX	1,772	95.47%	1,856	1,782	1,856
NWCX	2,374	97.90%	2,425	2,328	2,425
SPND	715	89.38%	800	768	800
MCCX <sup>2</sup>	2,164	94.46%	2,291	2,199	2,291
<b>State Total</b>	<b>15,607</b>	<b>95.61%</b>	<b>16,324</b>	<b>15,671</b>	<b>16,324</b>



Privately Operated Facilities					
Location	FY'15	% of Beds Budgeted	FY'16 Estimated	98% Budgeted Capacity FY'15	FY'17 Base
HCCF	1,965	97.72%	2,016	1,976	2,016
WCFA	1,500	97.40%	1,536	1,505	1,536
TCCF <sup>5</sup>	0	0.00%	2,552	2,501	2,552
SCCF	1,642	97.20%	1,676	1,642	1,676
<b>Private Total</b>	<b>5,107</b>	<b>65.64%</b>	<b>7,780</b>	<b>7,624</b>	<b>7,780</b>

<b>Grand Total</b>	<b>20,714</b>	<b>85.94%</b>	<b>24,104</b>	<b>23,295</b>	<b>24,104</b>
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<sup>1</sup> TCIX Wayne County Annex 200 bed expansion

<sup>2</sup> Reduced by 150 beds due to the boot camp being replaced by the Morgan County Drug Court

<sup>3</sup> Reduced to zero due to closing CBCX

<sup>4</sup> Increased in FY 16 by

96

<sup>5</sup> TCCF began filling beds January 2016 and was anticipated to reach full capacity by June 30, 2016

**ATTACHMENT TWELVE (Five Year Population Projections -- Separate Document)**

**ATTACHMENT THIRTEEN – Population Projection (Separate Document)**

**ATTACHMENT FOURTEEN Standards for Correctional Officers Physical Examination  
(Separate Document)**

**ATTACHMENT FIFTEEN HIPAA Business Associate Agreement (Separate Document)**