STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS # 32901-31266
AMENDMENT # 12
FOR INMATE BEHAVIORAL HEALTH SERVICES

DATE: May 25, 2022

RFP # 32901-31266 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 10, 2021
2. Disability Accommodation Request Deadline	2:00 p.m.	September 20, 2021
3. Pre-response Conference	1:00 p.m.	September 21, 2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 22, 2021
5. Written "Questions & Comments" Deadline	2:00 p.m.	September 27, 2021
6. State Response to Written "Questions & Comments"		May 25, 2022
7. Deadline for Clarifications/Second Round Written Questions & Comments	2:00 p.m.	June 10, 2022
8. State's Response to Clarifications/Second Round Written Questions & Comments		August 29, 2022
9. Response Deadline	2:00 p.m.	September 29, 2022
10. State Completion of Technical Response Evaluations		October 31, 2022
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	November 1, 2022
12. State Conducts Cost Negotiations		November 2-4, 2022 November 7-10, 2022
13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	November 14, 2022
14. End of Open File Period		November 21, 2022
15. State sends contract to Contractor for signature		November 22, 2022
16. Contractor Signature Deadline	2:00 p.m.	December 1, 2022

17. Performance Bond Deadline	4:30 p.m.	December 21, 2022

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
Attachment 6.6., Section B.1.	Pg. 52	1 What is the TDOC's targeted start date for the contract?	At this time, the target start date for the contract is November 1, 2022. The actual start date will be determined by the length of time it takes to complete this procurement.
Appendix C		2 Please provide a copy of the current TDOC behavioral health services contract, including any exhibits, attachments, and amendments.	The current Inmate Behavioral Health Services Contract has already been provided as one of the RFP attachments – Appendix C. There have been no amendments to the contract. Please see the already provide RFP Appendix C for a copy of the current Inmate Behavioral Health Contract as posted on the State's RFP website.
RFP Section 2	Pg.6	3 RFP 2. RFP Schedule of Events. Will the TDOC schedule site tours?	TDOC does not anticipate offering a site tour for this procurement.
Pre-Response Conference Presentation slides and RFP Section 1.10	pp.4-5	4 At the virtual pre-proposal conference, the DOC verbally implied (and showed a slide to the effect) that it would accept a performance bond in the amount of the current year's contract value, to be renewed annually at the value of each subsequent contract year. However, this is in direct conflict with the written instructions in Section 1.10 of the formal solicitation documents, which state as follows: After contract award, the successful Respondent must meet this performance bond requirement by providing the State either: a. a performance bond that covers the entire Contract period including all options to extend the Contract (i.e., the five-year contract value) or b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above (i.e., the amount detailed in letter a, meaning the five-year contract value), and, thereafter, a new or re-issued performance bond in the amount detailed above (i.e., the amount detailed in letter a, meaning the five-year contract value) covering each subsequent twelve (12) calendar month period of the Contract. Since verbal statements at the pre-proposal conference are not binding, will the DOC please update/amend the formal written proposal	Section E.5 of the Pro Forma Contract and Section 1.10 in the RFP have been revised in items 10 and 19 below The revisions have been made to eliminate inconsistencies between the RFP and the Pro Forma Contract.
Attachment Four		5 Please provide (by year) the amounts for any staffing Liquid Damages for Key Performance Indicators the TDOC has assessed against the incumbent vendor over the term of the current contract.	Amounts assessed for staffing liquidated damages for FY 21: $4,498,910.00 Amounts processed for FY 21: $4,491,660.00 Liquidated damages for FY 22 are currently being calculated, so there is no definitive data to share for amounts assessed and processed.

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Attachment Four		6 Please provide (by year) the amounts and reasons for any non-staffing Liquid Damages for Key Performance Indicators the TDOC has assessed against the incumbent vendor over the term of the current contract.	Amounts assessed for non-staffing liquidated damages for FY 21: $19,150.00 Amounts processed for FY 21: $19,150.00 Liquidated damages for FY 22 are currently being calculated, so there is no definitive data to share for amounts assessed and processed.
N/A		7 Are any of the TDOC facilities currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive.	At this time none of TDOC facilities' operations are under the supervision of the Courts.
Appendix C		8 Please provide the names and participation levels (dollars spent) of all business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises used under the current contract.	The current Contractor provided information on its business relationships with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises as part of its response to the previous solicitation. The provided information is included in Attachment 12 of this response. The Department has not collected or recorded any further information on this subject from the Contractor.
N/A		9 With regard to lawsuits (frivolous or otherwise) pertaining to inmate health care: a. How many have been filed against the TDOC/State or the incumbent behavioral health care provider in the last three years? b. How many have been settled in that timeframe?	A. According to data supplied by the Office of the Tennessee Attorney General, Civil Law Division, there been three (3) cases filed in the Federal Courts alleging acts or omission by State and/or the behavioral health Contractor, affecting the behavioral health needs of an Inmate plaintiff. B. Two (2) of these cases are ongoing. One (1) has been dismissed on Summary Judgement.
Attachment 6.2., Section B.17. and Attachment 6.4.	pp.23-24 and pp.29-32	10 With regard to the "three completed" customer references required by the RFP: we retain the overwhelming majority of our clients from contract to subsequent contract, leaving us with no applicable "completed" contracts (as they are all still current). Will the TDOC please accept one or more of the following alternatives, so bidders are not penalized for retaining (as opposed to completing) contracts? a. Accept three (3) additional current clients in lieu of the three (3) completed projects. b. Accept current clients in a second or third contract iteration (i.e., with a past "completed" contract) as a completed project. c. Accept a current, but soon to expire, contract as a completed project.	References provided under option b will be accepted by the State. In addition, references are a non-scored item and only intended to determine if a respondent is responsible. Please see items #4 and #20. The State will provide clean versions of RFP Attachment 6.2 Section B and RFP Attachment 6.4 Reference Questionnaire as attachments to this Amendment.
Attachment 6.6., Section A.6.b.	Pg.25	11 RFP page 25, A.6. b. Are sex offenders currently in special population? If so, please describe the numbers of male and female inmates receiving treatment by facility.	DeBerry Special Needs Facility (DSNF) is the only facility with a Sex Offender program. Sex Offenders are not housed separately. We have a thirty-two (32) bed unit at DSNF.
Attachment 6.6., Section A.6.b.	Pg. 25	12 RFP page 25, A.6. b. Are juvenile offenders currently in the special population? If so, please describe the number of juveniles by facility.	Northwest Correctional Complex (NWCX) is the only facility housing juvenile offenders. At this time, the facility currently houses six (6) juvenile offenders.

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Attachment Six		13 Please provide the capacity, average populations, and locations of the TDOC segregation units	**Bledsoe County Correctional Complex (BCCX)** currently has one hundred and twenty-eight (128) Inmates on segregation housing units 1 and 2 are located at site 2. Each housing unit has twenty-five (25) double cells for one hundred (100) segregation beds at site 2. Housing unit 21 is at the main site and has three (3) pods that are designated as segregation beds. 21 A Pod has twenty-four (24) single cells. 21 B pod and C pod have thirty-six (36) double cells for seventy-two (72) segregation beds in each pod. **Northwest Correctional Complex (NWCX)** currently has one hundred and ten (110) Inmates on segregation. Housing units N1-N4 are on the main compound. Housing units N1-N3 each have twenty-four (24) single cells allocated for segregation. Housing unit N4 has twenty-four (24) double cells for forty-eight (48) beds allocated for segregation. Housing unit L4 is located at site 2. Housing unit L4 has twenty-five (25) double cells and fifty (50) beds allocated for segregation. **Riverbend Maximum Security Institution (RMSI)** currently has two hundred and nine (209) Inmates on segregation. Al housing units are located in the same secure area at RMSI. Housing units 1 and 3 each have ninety-six (96) single cells allocated for segregation. Housing unit 2 is designated for death row Inmates and has sixty-five (65) beds allocated for that purpose. There are currently forty-seven (47) adult males on death row. **Northeast Correctional Complex (NECX)**- Unit 4 segregation has a maximum capacity of forty-eight (48) beds. Unit 5 & 6 protective custody has a maximum capacity of two hundred and fifty-six (256) beds (one hundred and twenty-eight (128) beds per unit). Units 1 – 3, seventy-two (72) beds (twenty-four (24) per unit) housing SMU and maximum custody Inmates. AVERAGE - Units 1-3 house seventy to seventy-two (70-72) Inmates on average depending on SMU phase and Maximum custody placements. Unit 4 houses forty-three to forty-six (43-46) Inmates on average according to PREA status and Segregation Status. Units 5&6 house one hundred and nineteen to one hundred and twenty-eight (119 – 128) Inmates per unit depending on PREA status and custody level. **DeBerry Special Needs Facility (DSNF)-** 7C - acute behavioral health segregation - thirty-two (32) capacity - avg. twenty-four (24). 7F - punitive, safekeeping, etc – thirty-two (32) capacity - average twenty-five (25).

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			7A - punitive, safekeeping, Behavioral Health segregation overflow – eight (8) capacity – zero (0) average. 9E2 - medical segregation, punitive, safekeeping, etc. - twelve (12) capacity – ten (10) average. **Morgan County Correctional Complex (MCCX)-** three hundred sixty (360) max beds units 24, 25, and 26 are always pretty much full all the time single cell. Thirty-two (32) beds 21 A SMU phase one (1) single cell, SMU phase-two (2) sixty-four (64) beds 21B , double cell, fifty-four (54) beds protective custody unit 1 double cell five hundred and ten (510) total. **Turney Center Industrial Complex (TCIX)-** We have a capacity of one hundred and eight (108) beds in the Segregation Unit at TCIX Main. Average population of around 100 in the Unit. Unit is located in Zone 4. Zone 4 contains the vehicle sallyport, two (2) industry buildings, intake, and the Segregation Unit. **Women's Therapeutic Residential Center (WTRC)-** Segregation Unit is Unit 8 Alpha. Bed capacity of thirty (30) Inmates. Average for population is around ten (10). Orientation Inmates are also housed in this pod with an average of twenty-five to thirty (25 to 30) at a time. Presently, there are thirty-one (31) and once their orientation period has been completed then they will be transferred out to the compound to general population. **Debra Johnson Reentry Center (DJRC)-** Capacity of one hundred and twenty (120). Average population is ninety-eight (98). Location of Segregation Units is Unit 3. **Mark Luttrell Transition Center (MLTC)-** Capacity of the Segregation Units is thirty. Average population is zero (0). These cells are location on the main compound, Unit 8.
N/A		14 Does the TDOC have guidelines for the use of telepsychiatry (other than when on-site services are not available or to reduce need for off-site consultations)?	Telepsychiatry is included in TDOC Policy #133.33, which has been provided as part of Appendix B. There is not a separate TDOC Policy for Telepsychiatry. The practice of telepsychiatry has, however, been allowed or increased during the COVID-19 pandemic to ensure that inmates receive needed care.
Attachment Five		15 15. With regard to health care staffing at the TDOC facilities: a. Does Attachment Five – Minimum Staff Requirements reflect what is actually currently required under the current TDOC mental health contract	15.a. The current RFP's Staffing Pattern differs from and does **not** reflect or have any bearing on the Staffing Pattern in the current RFP and subsequent contract. It has been revised and additional FTEs have been added. The best evaluated proposer for this solicitation will be

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		b. Is the staffing—that is actually currently in place—identical to what is required by contract? c. If not, please describe all differences, such as any positions and/or hours being worked over and above what the contract mandates. d. Please provide the incumbent Contractor's regional staffing plan.	required to meet the Minimum Staff Requirements detailed in the RFP. 15b. It does, except for the open positions and vacancies. This should reflect the matrix as updated since the previous RFP. 15.c. Please see items 11 and 12 below. The revised attachments can be found attached to this amendment. It is the responsibility of the respondent to be aware of the differences between the two documents and to consider these difference in preparing their proposals. 15d. Staffing Matrix and vacancy information for the prior three (3) months is included as Attachment 18 as detailed in item 17 below.
Appendix A		16 Please provide a listing of any current mental health service vacancies, by position, by facility.	Staffing Matrix and vacancy information for three (3) previous months is included as Attachment 18 and as detailed in item 17 below.
Attachment Five		17 Attachment Five – Minimum Staff Requirements: What is the job title and educational level of the "BHA" position? Is this the same role as the Mental Health Administrator (MHA)?	MHA is the old title. The new title is BHA (Behavioral Health Administrator). It requires a Master's degree with supervisor experience. The title has been revised in the updated Attachment Five as included in this amendment and as detailed in item 12 below.
Attachment 6.6., Section A.2. and Attachment Five	Pg.5	18 Is the Clinical Director (RFP p. 5, § 49) the same position as "PHD" on Attachment Five – Minimum Staffing Requirements?	Yes, the Clinical Director is the same position as "PHD" as identified within the Revised Attachment Five as detailed in item 12 below.
Attachment 6.6., Section A.26.j.	Pg.36	19 RFP p. 36, Section A.26.j. Psychiatric Services. Women's Transition's Center in Chattanooga. a. Are psychiatrists/APNs currently assigned to provide services on-site, via telepsychiatry or a combination? b. Are psychiatrists/APNs assigned to provide services from one or more of the facilities? If so, which facilities? c. What are the current (past years' time) number of hours provided for services at the Center?	a. Services are currently provided by telepsychiatry. b. The Staffing Pattern indicates where providers are assigned to provide services. Providers may provide services at one (1) or more facilities. c. Approximately one and a half to two (1.5 to 2) days per month depending upon the number of individuals who require Behavioral Health services.
Attachment 6.6., Section A.32.j.3.	Pg.46	20 Page 46, 3. Phase III, Regarding Certified Peer Specialist used for Substance Use Disorder Treatment. a. How many Certified Peer Recovery Specialists are currently used in each facility? b. Does the Contractor bear any cost in providing for these inmate (peer) positions?	a. Currently we have a total of twenty-five (25) Certified Peer Recovery Specialists spread out across the state. There are several trainings scheduled to be held before the end of the year within each region of the State. Each facility will have different number of Certified Peer Recovery Specialists ("CPRS") depending on the need. However, we look to expand this service to all the TDOC sites to ensure that we are implementing recovery services. b. It is the responsibility of the awarded Contractor to provide two (2) Certified Peer Recovery Specialist Trainers ("CPRST") that are responsible for the training and oversight of the program to continue the education of Inmate Peer Recovery Specialists as referenced in Appendix B TDOC Policy #513.07.3.. The awarded Contractor shall incur the cost for the CPRSTs to travel and perform their duties. Once an Inmate

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			Peer Recovery Specialist becomes certified, the awarded Contractor does not bear any additional cost for the Inmate.
N/A		21 Are any members of the current health service workforce unionized? If yes, please provide the following. a. A copy of each union contract. b. Complete contact information for a designated contact person at each union. c. The number of union grievances that resulted in arbitration cases over the last 12 months.	No. The current health service workforce is not unionized.
Attachment 6.6., Section A.24.b.	Pg.32	22 Page 32, b. background investigations: With regard to the RFP-required NCIC background checks, who is financially responsible for paying for this service: the TDOC or the Vendor?	The Contractor is financially responsible for paying for the NCIC background checks.
Attachment 6.6., Section A.24.a.2. and Appendix B	Pg.32	23 With regard to drug testing for potential employees, does the TDOC have any requirements on the testing methodology, e.g., saliva, urinalysis, etc.? If not, what is the current methodology used?	TDOC requires Drug Testing be conducted by urinalysis.
Attachment 6.6., Section A.24		24 Will the TDOC allow "grandfathered" credentialing for incumbent professional staff already employed or contracted by the current Vendor?	Yes. TDOC's Director of Behavioral Health Services will review requests for 'grandfathered credentials' on a case-by-case basis.
N/A		25 Please provide the salaries/wages your incumbent health service Vendor is paying to its staff at the TDOC facilities. a. How recent is this data? b. What is the source of this data (e.g., State records, data from the incumbent Vendor, etc.)?	The State will not provide this data. The Respondent must detail its proposed staffing plan. It is the responsibility of the Respondent to consider the costs of each and all positions included in their proposed staffing plan when completing its cost proposal.
Attachment 6.6., Section A.24		26 Please confirm that labor hours in the following categories will count toward any "hours provided" requirements of the contract. a. Time spent by health care staff in orientation, in-service training, and continuing education classes. b. Overtime hours. c. Agency hours. d. Approved paid-time-off.	a. Yes b. Yes c. Yes d. Yes
N/A		27 Please list all (by facility) office equipment (e.g., PCs, printers, fax machines, copiers, etc.) currently in use at the behavioral health care units and identify which items on the list will remain in place for the new Vendor to use.	All fourteen (14) facilities have several computers, fax machines, and copy machines that have been supplied by the current Contractor. Once this equipment enters the facility, TDOC assumes ownership. The more common clerical equipment detailed in the vendor's question here does become the property of the State. The current provider may elect to maintain ownership of the telehealth equipment currently in use, requiring a newly awarded vendor to provide telehealth equipment as part of their provision of services.
N/A		28 Does the state maintain any full-time information technology (IT) staff at the TDOC facilities? If not, please describe any	TDOC does have IT staff located at each prison. The IT staff will image the Contractor provided computers and connect those computers to the

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		state IT resources that would be able to assist with hardware/software tasks that need to be performed hands-on, in person at a facility.	State's network. Maintenance and repair of the computers will not be performed by State IT staff, and are the responsibility of the Contractor.
N/A		29 With regard to vendor personnel in the health care unit having Internet access: a. Do vendor staff access the Internet through (i) a state/TDOC network or (ii) the vendor's network? b. Please describe how this currently happens, i.e., what type of hardware, wiring, and connectivity is in place. c. Who (TDOC or vendor) is financially responsible for this hardware, wiring, and connectivity? d. Who (TDOC or vendor) will be financially responsible for any necessary upgrades or expansions for this hardware, wiring, and connectivity?	Currently the Contractor does not provide their own network access except for the facilitation telemedical services. Contractor staff access their company's website and email on computers connected to the State's network which has limited internet access. Only staff who demonstrate a need for full Internet access on the State's network are granted access at the discretion of the prison's Warden. The Contractor is financially responsible for the monthly network charge per computer and should consider such costs when completing the cost proposal . TDOC is responsible for maintaining and upgrades of the infrastructure.
N/A		30 With regard to health care staff accessing the TDOC network, please provide the following information. a. Currently, are the computers used by health care staff on (a) the TDOC network or (b) a private network supplied by the health care vendor? b. Will this scenario continue under the new contract? c. Will the TDOC permit the incoming health care vendor to utilize existing network infrastructure at the facilities, e.g., wiring, switches, etc.? Is a fee or lease required? If so, could you provide the monthly cost? d. Who is financially responsible for network upgrades, additions, or expansions necessary to support the TDOC inmate health care program?	a. Computers utilized by health care staff are connected to the State's network and not a private network. All computers connected to the State's network must have an image installed on the machine by TDOC's ITS staff. This necessitates purchasing the same model computer as used by the State. b. TDOC anticipates that this scenario would continue under a new contract. c. The state owns the buildings and will install wiring at no cost to the vendor. Switches for computers or printers on the state network are provided at no direct cost to the vendor. The cost of switches are included in the monthly charge per device connected to the network. If the vendor establishes a secondary network (for video tele-health as an example), the vendor would be responsible for providing and maintaining all equipment (routers, switches, etc). The state would still provide the wiring at no cost. There is no monthly cost for switches or wiring directly purchased by the vendor for a secondary network as described. d. Upgrading the state's network equipment (routers, switches), expanding the wiring (drops), or adding switches is the responsibility of the state for the state network. Adding additional computers for health care staff is the responsibility of the vendor.
N/A		31 With regard to timeclocks or other timekeeping devices, please provide the following information. a. The number of timeclocks in place at each TDOC facility b. Where in the buildings they are located (for example, in the lobbies, at the security sally ports, in the medical units, etc.)	a. Typically there is only one (1) timeclock per facility. b. The location of the time keeping devices are Facility dependent. c. As long as the make and model of the devices are approved by the state's Strategic Technology Solution (STS) division. The current vendor uses Kronos devices which have been approved.

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		c. Will the TDOC allow the incoming Contractor connect its timeclocks to the TDOC network?	
N/A		32 Is the State currently using an EMR? If so, please provide the following information. a. What is the system is currently in place? b. Is the existing CorEMR agreement/licensure/ownership in (a) the TDOC's name or (b) the incumbent health care vendor's name? c. Can the incoming vendor take over the existing agreement/licensure? d. Where and by what company/agency is the current implementation hosted? e. Who is currently financially responsible for the cost of hosting the EMR? f. Will this arrangement continue under the new contract? g. Will the TDOC allow authorized providers and other staff not located onsite at the jail facilities to have remote access to the EMR? h. What interfaces are currently in place with the existing implementation, for example, the Offender Management System, the current pharmacy subcontractor, the current lab services contractor, etc.?	The State is not currently using an Electronic Health Record System but is in the process of procuring one.
Appendix C		33 Does the TDOC currently utilize any telehealth (virtual care) services? If so, please provide the following information. a. Description of any equipment that will remain in place for the new vendor to use b. Description of the telehealth connectivity (network) that will remain in place for the new vendor to use c. The type of telehealth clinic (e.g., telepsychiatry, telecardiology, etc.) d. How often each telehealth clinic is currently conducted (e.g., weekly, monthly, as-needed, etc.) e. The length of each telehealth clinic currently conducted (e.g., day, half-day, etc.) f. The average number of patients in each telehealth clinic g. The name and contact information for the tele-provider who conducts each telehealth clinic	a. Respondents should factor the costs for purchasing new equipment into their proposals unless they plan to work out something with incumbent Contractor or TDOC. If the current contractor removes the telehealth equipment at the end of the current contract, it remains the property of the current contractor. If the current contractor elects to leave the telehealth equipment in place at TDOC facilities, the State will maintain ownership of the equipment. Any telehealth equipment provided by a new contractor would become the property of the State. b. Broadband – not wireless. c. Telepsychiatry. d. Dependent upon site. e. Dependent upon site and needs. f. The month of August reflects that seven and a half percent (7.5%) (four hundred sixty-one (461) individuals) of the Behavioral Health population (six thousand one hundred and sixty-six (6,166) individuals) received telehealth services. Sixty-four (64) of these patients were seen in restrictive housing. There were four hundred and sixty-one (461) encounters or patient visits scheduled. Sixty-one(61) individuals were not seen (sixteen (16) were on lockdown/security, nineteen (19) – refused/no show/transferred, and twenty-six (26) were classified as other). The facilitation rate was

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			eighty-eight percent (88%). The average number of patients seen over the last ten (10) months has been two hundred and eighty-three and a half (283.5) across the State. g. The Contractor has one (1) psychologist conducting Telepsychology sessions at a regional office., one telepsychologist provider at BCCX, and Psychiatrists providing telepsychiatry, and two (2) APNs providing telehealth Health The names and contact information of the current providers will be provided at contract award.
N/A		34 What pharmacy vendor currently provides medications for TDOC inmates, e.g., Diamond, Correct Rx, Boswell, etc.?	Medications are currently provided by Cardinal Health through the statewide contract for pharmaceutical wholesale distribution services.. The medications are dispensed by TDOC's pharmacy dispensing Contractor, Clinical Solutions.
N/A		35 Please identify the number, type, and timeframes of any behavioral health backlogs (offsite referrals, group therapy sessions, individual counseling appointments, etc.) that currently exist at the TDOC facilities.	The requested information is not available.
N/A		36 For each of the past 36 months, please provide the following mental health data. a. Number of inmates on suicide watch each month b. Number of suicide attempts c. Number of successful suicides d. Number of self-injurious behavior incidents	a. Approximately one hundred and twenty (120) Inmates were on suicide watch per month in 2020 and one hundred (100) Inmates were on suicide watch per month in 2019. b. Approximately one hundred and thirty (130) Inmates per month were on suicide precaution for 2021. c. The number of successful suicides: eleven (11) Inmates in 2021, twelve (12) Inmates in 2020, , ten (10) Inmates in 2019, and ten (10) Inmates in 2018. d. On average, approximately forty-five (45) self-injurious behavior incidents are reported per month.
N/A		37 Please confirm mental health staff members have no responsibility for the medication administration / Pill Pass process.	Confirmed.
N/A		38 Please identify and provide contact information for the current TDOC pharmacy vendor.	Clinical Solutions is TDOC's current Contractor for pharmacy dispensing services . Contact information will be provided to the awarded Respondent upon contract award.
N/A		39 On average, what percentage of TDOC inmates are prescribed psychotropic drugs each month?	Approximately thirty-two point two percent (32.2%) or four thousand one hundred and sixty-eight (4,168) individuals are prescribed psychotropic drugs each month as of August 2021. Please see item 16 below.
N/A		40 Conflicting language, data, and specs are often found among the various documents that make up a solicitation. For this RFP, please confirm the latest dated document always holds precedence, so bidders know which information to use in case we identify contradictory or inconsistent data among the original RFP files, addenda, and/or responses to questions.	Confirmed.

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RFP Section 1.6.3.	Pg.3	41 The Respondent objects to Section 1.6.3. of the RFP and the notice requirement contained therein as inconsistent with Tennessee law. The Tennessee Code establishes a party's right to protest a procurement and also establish the timing for protest, which is within a time window after the announcement of the award. In Section 1.6.3. of the RFP the State appears to be announcing that unless an objection to the terms of the original RFP is received by September 27, 2021, an RFP participant cannot later protest a term in the RFP. The Respondent is unaware of any statute or regulation that would permit the State to establish these conditions for protesting, and therefore the Respondent objects to this provision.	Compliance with Section 1.6.3 of the RFP is required under the rules of the RFP and all respondents must expressly agree to all of the terms and conditions of the RFP, as provided in the Statement of Certifications and Assurances.
RFP Section 1.10. and Pre-Response Conference Presentation slides	pp.4-5	42 The Respondent also objects to Section 1.10. of the RFP and the performance bond requirement contained therein. Section 1.10., as written, appears to once again require a maximum liability performance bond amounting to the entire value of the contract that is ultimately awarded. The first two sentences of Section 1.10. state: *"The State shall require a performance bond upon approval of a contract pursuant to the RFP. The amount of the performance bond hall be a sum equal to the maximum liability of the contract awarded through this procurement and shall not be reduced at any time during the period of the contract."* (emphasis added). Section 1.10. of the RFP identifies two alternative means of satisfying the performance bond requirement. The first, sub-section a., references *"a performance bond that covers the entire Contract period including all options to extend the Contract."* This alternative appears to envision a single, maximum liability performance bond spanning the multiple years of the contract. The second alternative, sub-section b., shortens the term of the performance bond to allow for multiple one-year, renewable periods. Sub-section b., however, in reference to the amount of the one-year, renewable performance bond uses the *phrase "in the amount detailed above."* The *"amount detailed above"* apparently refers to the maximum liability of the contract. Thus, sub-section b. appears to envision a series of annual performance bonds, each in the amount of the maximum liability under the multiple years of the contract. We are aware, of course, of the State's statements at the Pre-Response Conference that seem to suggest that the State's intent is to require a performance bond equal only to the maximum liability under the contract for any twelve-calendar month period (rather than for the entire term of the contract). The Respondent does not believe that the language of the RFP corresponds to the State's statements of intent at the Pre-Response Conference. We also note that the performance bond language of the pro forma contract appears to be inconsistent	Please see the State's Response to Question 4.

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		with the language used in the RFP itself. At the very least, the statements in the RFP should be consistent with the statements made by the State at the Pre-Response Conference and the language of the RFP and the pro forma contract should be consistent with one another. The Respondent objects to the extent the State is attempting to require a maximum liability performance bond for the entire contract term. Even if the State changes the language of the RFP and/or intends to require performance bond equal only to the maximum liability amount for a single year of the contract, the Respondent nonetheless objects. Competition for public contracts advances the public interest in seeing that expenditures of taxpayer funds are made prudently and free from improper influence. State procurement policy expressly recognizes that performance bonds may limit competition and may increase the prices that the State will pay for goods and services. Respondents' financial status and capability vary substantially. Here, even a performance bond equal to maximum liability for a single year needlessly limits and/or destroys competition and increases State cost. There is no history of need justifying a substantial performance bond for the behavioral health contract or the costs associated with the same. Moreover, as a contract where services are paid for in arrears and an unsatisfactory contract can be canceled on short notice, there is nothing "risky" as that term is used in procurement policy about the anticipated behavioral health services contract that justifies a large performance bond (or offsets the costs of the same). Finally, either alternative sets a dangerous future precedent. In the context of the future general medical services contract procurement, an approach similar to either potential bond requirement will result in a performance bond outside the reach of all but one potential competitor. This will be detrimental both to competition and to the financial interests of the State. As a final comment, State procurement policy requires that certain steps be taken if a performance bond is going to be required. The Respondent knows that such steps were not taken in connection with the most recent contract award for behavioral health services. It has no way of knowing at this time whether these steps were taken in connection with this most recently issued RFP. To the extent they were not, the Respondent objects to the State's failure to follow procurement policy in connection with the RFP. The Respondent respectfully asks that the State reconsider the performance bond language and require a more modest performance bond consistent with historical precedent and State need.	

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Attachment 6.6., Section A.9.	Pg.26	43 Please confirm that Section A.9, Behavioral Health Nursing Coverage, only lists the responsibilities of the behavioral health nursing staff that the Health Contractor provides, not any of the responsibilities that the Behavioral Health Contractor's staff provides?	Providing behavioral health nurses is beyond the scope of this procurement. The medical contractor is responsible for providing nursing positions for behavioral health care on their matrix (staffing pattern). Section A.9. details how the behavioral health nursing care is to be carried out by nursing staff provided by the medical contractor staff.
Attachment 6.6., Section A.36.	Pg.51	44 RFP Page 51 contains two requirements labeled as Section A.36, Credentialing and Employee Transition Process. Can the State either confirm this numbering or should bidders correct Employee Transition Process to be A.37?	This was incorrectly numbered as A.36. It has been renumbered as A.37. as detailed in item 7 below.
Attachment Four		45 Because the last five criteria in the table in Attachment Four Key Performance Indicators Manual appear to be exact duplicates with identical wording from criteria included earlier in the table (Treatment Modality, Treatment Plans, Program Services, Program Content, and Reentry Plan/Discharge Summary), can the State please confirm that these are just exact duplicates and not additional criteria?	Confirmed.
Attachment 6.6., Section A.19 and A.23.h.	Pp. 28-29 and 31	46 Is the "QIC" required in Section A.19, Quality Improvement, the same employee as the "CQI Coordinator" required in Section A.23.h?	Yes
Attachment 6.6., Section A.32.e.	pp.41-43	47 The numbering under Section A.32, Substance Use Disorder Treatment, seems to be off. Please confirm that the sub paragraphs found on pages 41-43 should read as follows: 1-Bledsoe County Correctional Complex 2- Lois DeBerry Special Needs Facility 3- Morgan County Correctional Complex 4- Mark L. Luttrell Correctional Complex 5- Northeast Correctional Complex 6- Northwest Correctional Complex 7- Riverbend Maximum Security Institution 8-Debra K. Johnson Rehabilitation center 9 – Turney Center Industrial Prison Complex 10 – Women's Therapeutic Residential Center 11 – Men's Residential Center	The provision has been correctly renumbered as detailed in item 6 below.
Attachment 6.6., Section A.2. and A.32	pp.2 and 40-43	48 The RFP lists a definition for "ASAM" as #9 under RFP Section A.2 but does not include it in RFP Section A.32 Substance Use Disorder Treatment, or elsewhere in the RFP. Can the State confirm any expectation to have specific ASAM levels of care?	The programs at WTSP are based directly on the American Society of Addiction Medicine ("ASAM") Levels of Care ("LOC"). We also like to format the Substance Use Disorder Treatment Program ("SUDTP") on ASAM LOC throughout the State given the prison setting.

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Attachment 6.6., Section A.2. and A.28.	Pp.3 and 37-38	49 In RFP Section A.2 Definitions, item #28. defines the Behavioral Health Education Program as "…psycho-educational groups". However, A.28 Psychological Services j. 1), 2), and 3) includes descriptions of the Behavioral Health Education Program that does not include psycho-educational groups and appears to provide a very different definition and description of the Behavioral Health Education Program to include early detection of behavioral health problems (signs and symptoms), crisis intervention/suicide prevention, and participation in the performance Quality Improvement Review process. Please clarify which definition and description of the Behavioral Health Education Program the State expects to be provided.	This will be for Critical Incident Training (CIT) which will at times require assistance from the staff. The Quality Improvement Review ("QIR") occurs after each incident of significant self-injurious behavior, death, or suicides. There will be ongoing trainings related to Behavioral Health awareness month and/or suicide prevention month. The awarded Contractor will provide psychoeducation as necessary given the culture of issues that may appear in the facilities. The definition has been added to Attachment 6.6 Section A.2. as detailed in item 5 below.
N/A		50 Please provide any reports that would show a breakdown of monthly behavioral health service volumes for each TDOC facility for a recent period of time (e.g., the past two years). If available, please include reports that reflect volume of psychiatric evaluations, psychological assessments and evaluations, behavioral health sick calls, tele-mental health encounter volume, and other relevant behavioral health service data.	The Levels of Care ("LOC") reports will provide the individuals on LOC 2-5. The incumbent Contractor provides a running list of telehealth encounters, psych meds, self-injurious behaviors, telepsychology, and the Behavioral Health (BH) caseload. Level of Care data is being provided as Attachment 14 and as detailed in item 13 below. A Behavioral Health Narrative/Statistical Report for April 2021, September 2021 and October 2021 is being added as Attachment 16 and as detailed in item 15 below. We are adding an annual report as Attachment 15 from the previous contracted vendor Corizon, detailed in item 14.
N/A		51 Please provide, if available, reports that show volume/frequency of "use-of-force" incidents by facility over a recent period of time (e.g., two years).	Use of force totals by Facility and year: 2020 2021 BCCX – 55 BCCX – 47 DJRC – 6 DJRC – 4 MCCX – 103 MCCX – 134 MLRC – 0 MLRC – 2 NECX – 57 NECX – 70 NWCX – 39 NWCX – 41 RMSI – 63 RMSI – 47 SPND – 51 SPND – 41 TCIX – 21 TCIX – 25 WTSP – 23 WTSP – 13
N/A		52 Would the Department provide a list of academic affiliations TDOC maintains for the purposes of internship placements?	TDOC currently has affiliation agreements with Union University, Vanderbilt University, the University of Tennessee, Belmont University, Lipscomb University, Middle Tennessee State University, Trevecca Nazarene University, Tennessee State University, Bethel University, the University of Southern Indiana, Tennessee Wesleyan University, Maryville University, Southern Adventist University, and East Tennessee State University.

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A.7. Telepsychiatry.	26	53 Does Wireless exist everywhere that behavioral health services are provided including the housing units? If Wi-Fi exists but not in all areas needed, can vendor expand?	Wireless connectivity is not available at facilities. Wireless does not exist in the prisons for security reasons. if the decision to install wireless is made in the future, the wireless solution is part of the state network infrastructure and ***cannot*** be expanded by the vendor.
A.7. Telepsychiatry.	26	54 Can TDOC verify that available bandwidth is efficient to expand telepsychiatry services?	The current Contractor is providing a separate network circuit for Tele psychiatric services.
A.7. Telepsychiatry.	26	55 It is our understanding that all internet services will be provided by the TDOC and that the vendor would only incur additional costs if additional services are required. Please confirm or clarify.	TDOC provides network connectivity for computers at a cost of approximately sixty-three dollars ($63) per month per computer. The current Contractor provides connectivity for the delivery of Telepsychiatry services but utilizes the State's network in all other capacities.
A.33. Reporting Requirements.; d. Data Management Automation.	50	56 Has the state begun the procurement process for an EHR?	A separate procurement for an Electronic Health Record system is currently under development.
A.34. Direct Secure Messaging.	50	57 Does the State already have Direct Messaging accounts from a Direct Accredited Health Information Service Provider (HISP) for those who need access to this information? If yes can you provide those addresses?	No, the current Contractor uses Barracuda Networks Encryptions Tool.
A.34. Direct Secure Messaging.	50	58 Are there other HIPAA compliant methods such as secure email using forced TLS or encrypted email that would be acceptable for providing reports, spreadsheets and other documents?	The State provides an encrypted secure email system for messages sent by users with Active Directory ("AD") accounts.
A.34. Direct Secure Messaging.	50	59 Do all licensed providers currently have a direct address and with which HISP are these accounts connected to?	Yes, encrypted email via Barracuda.
RFP Sections 1.10 and Attachment 6.1 and Section E.5 of the Pro Forma Contract	RFP Pages 4-5, 20. Page 66 of pro forma contract	60 The RFP and pro forma contract contain inconsistent requirements related to the performance bond. Please confirm if the required performance bond is the maximum liability of one year of the contract resulting from the RFP. If that is not correct, please provide an explanation of the required performance bond.	Please see the State's Response to Question 4.
RFP Sections 1.10 and Attachment 6.1 and Section E.5 of the Pro Forma Contract	RFP Pages 4-5, 20. Page 66 of pro forma contract	61 a. What proof or information must a bidder provide to demonstrate the ability to obtain the required performance bond? b. Will the State require a letter or commitment from a surety that the bidder can obtain the required performance bond?	The bidder will need to provide a letter or commitment from a surety evidencing its ability to secure the required bond. The requirement has been revised in RFP Attachment 6.2A.8 as detailed in item 3 below. The State will provide a clean version of RFP Attachment 6.2 Section as an attachment to this amendment.
RFP Sections 1.10 and Attachment 6.1 and Section E.5 of the Pro Forma Contract	RFP Pages 4-5, 20. Page 66 of pro	62 The maximum liability of one year of the contract is still a very high performance bond compared what was required in contracts prior to 2020. Will the State consider a proposal for a lower performance bond amount?	No. The State will not lower the required Performance Bond.

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	forma contract		
RFP Sections 1.10 and Attachment 6.1 and Section E.5 of the Pro Forma Contract	RFP Pages 4-5, 20. Page 66 of pro forma contract	63 If a bidder takes exception to the performance bond requirement, will the bidder be disqualified from the RFP process?	As referenced in RFP Section 3.3.1., *"a response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a nonresponsive counteroffer and reject it."* A proposal from a bidder refusing or failing to comply with procurement requirements may be determined non-responsive and ineligible for contract award.
RFP Sections 1.10 and Attachment 6.1 and Section E.5 of the Pro Forma Contract	RFP Pages 4-5, 20. Page 66 of pro forma contract	64 Has the State undertaken an analysis as to the need for a performance bond in the amount of the maximum liability of one year of the contract?	The State has undertaken such an analysis and has determined that a performance bond in the amount is warranted based on the services provided and potential risk to the State.
RFP Section 3.1.1.2	Pg.9	65 Reference PDF page 9, Section 3.1.1.2.: *"A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12-point font for text. All response pages must be numbered. "* a. Please confirm that the required 12-point font size applies only to narrative text, and not to tables, figures, captions, call-out boxes, etc.	The 12 point font requirement applies to narrative text only. Tables, figures, call-out boxes, etc. may be provided via a different font size.
Attachment 6.6., Section A.4.	Pg.24-25	66 Reference PDF page 61, RFP Attachment 6.6. Pro Forma Contract, A.4. General Requirements: *"A.4. All behavioral health care shall conform with any applicable federal, state and local laws, court decisions, court orders, consent agreements, and TDOC policies, whether currently existing, or as may be enacted, rendered, issued, or amended during the term of the Contract."* a. Please identify and provide copies of any court decisions, court orders, and consent decrees impacting behavioral health care within the TDOC. b. Are there any court decisions, court orders, or consent decrees relevant to behavioral health services currently pending? i. If yes, please identify and provide copies.	a. See Grubbs, et al v. Bradley, et al, 522 F. Supp. 1052 (M.D. Tenn. 1993), freely available at https://law.justia.com/cases/federal/district-courts/FSupp/552/1052/1525743/ See also Grubbs v. Bradley, 821 F. Supp. 496 (M.D. Tenn. 1993), also freely available: Grubbs v. Bradley, 821 F. Supp. 496 (M.D. Tenn. 1993) :: Justia (https://law.justia.com/cases/federal/district-courts/FSupp/821/496/1510360/) b. According to data supplied by the Office of the Tennessee Attorney General, Civil Law Division, there are currently three (3) cases pending before the Federal Courts in Tennessee and two (2) pending cases before the Tennessee Claims Commission, alleging acts or omission by State and/or the Inmate Behavioral Health Contractor, affecting the behavioral health needs of an Inmate plaintiff. It should be noted, however, that none of these cases have led to a disposition affecting Inmate Behavioral Health Services at this time.

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Attachment 6.6., Section A.5.	Pg.25	67 included in or an addition Reference PDF page 62, RFP Attachment 6.6. Pro Forma Contract, A.5. *"a. The Contractor shall provide the services of one (1) LADAC and one (1) LCSW for the purposes of the intensive treatment program unit as outlined in the Second Chance Re-Entry Grant application narrative.* *b. The Contractor shall ensure that all LADACs and LCSWs provide Evidence-Based Substance Use and Abuse Treatment Services, including individual counseling for two hundred (200) medium to high-risk male offenders on protective status with co-occurring substance abuse and mental disorders. The Contractor shall provide treatment within the context of a Modified Therapeutic Community at BCCX using the IDDT model."* a. Please clarify whether the LADAC and the LCSW FTEs in this section are to the minimum staffing identified in Attachment Five.	a. Yes, this was a Second Act grant funded program. The grant funding is ending June 30, 2022. The staffing has been adjusted within both the original and updated Attachment Five Minimum Staffing Requirements in order to continue the program using non-grant State dollars .
RFP Attachment 6.6., Section A.6.b.	Pg.25	68 Reference PDF page 62, RFP Attachment 6.6. Pro Forma Contract, A.6.b.: *"b. The Contractor shall provide specialized training and develop behavioral health programming for the treatment of special populations to include women, juveniles, sex offenders, and trauma victims. The Contractor shall provide appropriately credentialed and trained staff to provide these services and shall follow the program philosophy and design standards required by the State. The Contractor shall ensure that all Providers who deliver sex offender treatment services to offenders complete all mandated training in accordance with certification as determined by the Sex Offender Treatment Board as created by TCA 39-13-702."* a. Please describe the TDOC juvenile population's utilization of behavioral health services. i. On average, how many juveniles does the TDOC house? ii. Please provide current juvenile census by facility. b. Please clarify if sex offender treatment programming is currently being provided at TDOC facilities. i. If so, how many are receiving treatment? ii. Is this for both male and female offenders? iii. At which facilities? iv. How many staff are delivering services and what are their qualifications?	a.i. At this time, there are six (6) juveniles receiving Inmate Behavioral Health Services. a.ii. NWCX has six (6) juveniles. b. Sex Offender Treatment programming is currently provided at DSNF only, with a capacity of thirty-two (32) beds. b.i. Thirty-two (32) offenders are currently receiving treatment. b.ii. Males only. b.iii. DSNF only. b.iv. One (1). Treatment Provider qualifications are detailed in the Approved Treatment Provider qualifications posted at TSOTB Documents & Resources (tn.gov) c. They can use as needed and there is only one (1) treatment program for Sex Offender Treatment Programs (SOTP). c.i. On average, we house two thousand (2,000) male Sex Offenders.

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		c. Please describe the TDOC sex offender population's utilization of behavioral health services. i. On average, how many sex offenders of each gender does the TDOC house?	
Attachment 6.6., Section A.7.	Pg.26	69 Reference PDF page 63, RFP Attachment 6.6. Pro Forma Contract, A.7. Telepsychiatry: *"a. The Contractor shall maximize the use of Telepsychiatry videoconferencing equipment to reduce the need for off-site consultations in scenarios where doing so does not impede the level of care. The contractor shall ensure that Telepsychiatric is available for the delivery of Psychiatric Services when on-site Psychiatric Services are not available. The Contractor shall ensure that telepsychiatry videoconferencing equipment shall meet the standards promulgated by the American Telemedicine Association, utilize IP Transport, and fully interact with TDOC's current videoconferencing systems.* *b. The Contractor shall be responsible for the cost incurred on any additional equipment for Telepsychiatry. The Contractor shall additionally be responsible for the cost and installation of any special lines installed by the Contractor required for Telepsychiatry, and equipment such as scanners and/or facsimile for transmission of required documentation for Telepsychiatry services. Additional equipment for Telepsychiatry services must be authorized by the State prior to installation. The Contractor shall be responsible for maintenance of any additional equipment."* a. Please confirm on average, how many Telepsychiatry synchronous encounters occur each month? b. Please confirm Teleconferencing Systems used by Mental Health Staff are still either Polycom or Tandberg. If not, please identify. c. Please confirm computer laptops are still being used for Telepsychiatry at all 11 program sites d. Please confirm which of the 11 program sites currently have a wireless network available.	a. Two hundred and eighty-three and a half (283.5) Telepsychiatry synchronous encounters have occurred on average per month for the past ten (10) months; however, the usage of Telepsychiatry has been variable given the impact of the pandemic. b. The platforms currently utilized are Zoom and Polycom. c. Confirmed. d. None of the facilities have wireless networks available.
Attachment 6.6., Section A.23.	Pg.30	70 Reference PDF page 67-69, RFP Attachment 6.6. Pro Forma Contract, A.23. Contract Management: *"a. The Contractor shall retain, at a minimum, the following personnel onsite in Tennessee to coordinate and manage the scope of services of this contract. The Contractor shall ensure that the Administrator, Clinical Director, and Psychiatric Director are the point of contact for the Director of Behavioral Health*	a. Confirmed. b. No, they are in addition to. c. In no capacity, see above answers.

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		Services and/or designee for all contract related issues, scheduled meetings, and responses to requests for information as needed. *b. Clinical Director. The Clinical Director shall have designated Clinical duties – direct involvement in inmate behavioral health treatment and care – as well as administrative time adequate to meet the requirements of the State."* a. Please confirm that Contract Management personnel are in addition to and not included or associated with any facility in the minimum staffing provided on Attachment Five. b. Please confirm whether the current contractor utilizes any of the Contract Management personnel to meet minimum staffing requirements identified in Attachment Five. c. Please clarify in what capacity if any these Contract Management personnel may be utilized to meet the minimum staffing requirements identified in Attachment Five.	
Attachment 6.6., Section A.26.a.	Pg.35	71 Reference PDF page 72, RFP Attachment 6.6. Pro Forma Contract, A.26. Psychiatric Services: *"a. Licensed physicians who are board certified or eligible in psychiatry in the State of Tennessee shall provide psychiatric services. Under protocols approved by the Supervising Psychiatrist the Contractor may provide delivery of psychiatric services by an appropriately trained and credentialed APN. The Contractor shall ensure that the Inmate Behavioral Health Services Administrator and Contractor Behavioral Health Administrators have a copy of the protocol and signed agreement between the psychiatrist and the APN onsite. Standards of practice shall be according to those of the community and in compliance with state and federal laws. Prior to the hiring of or contracting for the services of any Psychiatrist or APN, the Contractor shall provide the credentials of Psychiatrists and APNs, which shall be subject to the approval of the State."* a. Please confirm whether this pre-approval requirement by the State applies to every psychiatric provider or just medical director level psychiatrists (as is typical).	Every provider needs to be approved by TDOC clinical services.
Attachment 6.6., Section A.26.i.	Pg.36	72 Reference PDF page 73, RFP Attachment 6.6. Pro Forma Contract, A.26. Psychiatric Services: *"i. The Contractor shall develop Clinical protocols for drug testing Inmates on Psychotropic Medications. The Contractor shall submit such protocols to the TDOC Director of Behavioral Health Services or designee for review and approval no later*	a. TDOC is responsible for Drug Testing for illicit drugs. The Contractor is responsible for clinical monitoring of therapeutic levels related to medication prescribed as a part of Inmate Behavioral Health Services.

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		than thirty (30) days after the Contract commencement date." a. Please clarify the State's intent with this requirement. Are the drug testing protocols for Inmates on Psychotropic Medications specific to the lab monitoring of psychiatric drugs or for illicit drug use (which is typically more a forensic function performed by security or medical staff)?	
Attachment 6.6., Section A.27.a.	Pg.36	73 Reference PDF page 73, RFP Attachment 6.6. Pro Forma Contract, A.27. Pharmaceutical Responsibilities: *"a. The Contractor shall be responsible for the costs of all psychiatric medications prescribed by the Contractor's Providers. The State shall reimburse the Contractor for fifty percent (50%) of the cost of all psychiatric medications as further detailed in the Payment Methodology at Section C.3."* a. Please provide what the total psychotropic pharmaceutical spend has been (and what the state's portion has been) for the past two years. b. On average, what percentage of TDOC inmates are prescribed psychotropic drugs each month?	**a. 2019- $1,233,581** Total spend. ($616,790.50 -State Portion) **2020- $ 1,384,342** Total spend. ($692,171-State Portion) b. On average thirty percent (30%) of the population are prescribed psychotropic drugs each month.
Attachment 6.6., Section A.28.c.	Pg.37	74 Reference PDF page 74, RFP Attachment 6.6. Pro Forma Contract, A.28. Psychological Services. *"C. Upon request by the TDOC Director of Behavioral Health Services and the institutional Behavioral Health Administrator, the Contractor shall ensure that Psychologists shall provide Special Education Evaluations. The Contractor may utilize an appropriate trained educator to provide the education testing portion of these services. "* a. How many Special Education Evaluations were completed last year?	a.Three (3) evaluations were completed at NWCX.
Attachment 6.6., Section A.29.	pp.38-39	75 Reference PDF page 75-76, RFP Attachment 6.6. Pro Forma Contract, A.29. Northwest Correctional Complex (NWCX) Special Education Program: *"a. Upon request of the TDOC Director of Behavioral Health Services, administer appropriate evaluations for eligible Inmates to determine learning disability, intellectual disability, emotionally disturbed, attention deficit disorder, or multi-handicapping conditions.* *b. Provide all Behavioral Health services on-site at state prison Facilities. The State reserves the right, at its sole discretion, to designate a new program location. The Contract shall ensure that services are*	a. Three (3) evaluations were completed at NWCX b. Beds are not set aside specifically for Special Education (SPED) programming. SPED students are housed in general population. c. Yes, they are in a classroom. d. The services to be provided **within** thirty (30) calendar days includes gathering all materials, test scores, permissions, observations, administering vocational assessments, medical records, and conducting testing. **The SPED Teacher requests a fifteen (15) calendar window instead of the proposed thirty (30) day calendar window to make sure the Special Ed teacher does not miss deadlines established by the Tennessee Department of Education rules and policy.. Please see Item 18 below.**

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		provided within thirty calendar (30) days of the initial request. *c. The Contractor shall write an integrated psychosocial report with eligibility documentation. The report should be sufficient in scope to develop and write an IEP.* *d. The Contractor shall provide individual and group meetings as requested by the State. The Contractor shall also attend IEP meetings as requested."* a. Please confirm the number of patients in the special education program at NWCX in the last year. b. Please confirm the number of beds set aside for such programming. c. Please confirm there is designated space to provide programming for this population. d. Please clarify the services required within the 30-day timeframe noted.	Appropriate evaluations are administered at the request of the NWCX Principal and/or SPED Teacher **The current contract requires services to be provided within a fifteen (15) calendar day window not thirty (30) calendar days. The NWCX SPED Teacher reports a thirty (30) calendar window will cause her to miss deadlines established by the Tennessee Department of Education rules and policy.**
Attachment 6.6., Section A.32.c.	Pg.41	76 Reference PDF page 67, RFP Attachment 6.6. Pro Forma Contract, A.32. Substance Use Disorder Treatment. *"c. The Contractor shall develop and implement an Intensive SUD Group Therapy Program that is evidence-based and that addresses inmate's Criminogenic Needs. The Contractor shall provide Intensive Substance Use Disorder Group Therapy Programs for a minimum of one hundred fifty (150) hours and not to exceed one hundred eighty (180) hours."* a. Please confirm over what period these programming hours must be provided.	One hundred and fifty to one hundred and eighty (150 to 180) days.
Attachment 6.6., Section A.32.	pp.40-49	77 Reference PDF page 77-86, RFP Attachment 6.6. Pro Forma Contract, A.32. Substance Use Disorder Treatment. Section in its entirety. a. The total number of beds identified in A.32.e., adds up to 1,508; however, Section A.32. j. states the vendor shall provide 2,118 treatment beds. Please clarify the correct number of beds by type for each facility. b. Please confirm the number of patients by facility that are currently receiving SUD Treatment Services. c. Please clarify who conducts the urinalysis for the patients in the SUD program. d. Please clarify who makes the determination that a urinalysis should be conducted on a patient. e. Please clarify how many Certified Peer Recovery Specialists are currently used in each facility? i. Does the Contractor bear any cost in providing for these inmate (peer) positions?	a. The difference in the numbers is based on anticipation of how many times the group therapy and Substance Use Recovery education programs may turn over. Those programs can turn over every six (6) weeks to three (3) months depending on how they are set up at each institution. For example, an Inmate may be assigned to a part-time job and assigned to group therapy every other day for three (3) hours a day or they may only be assigned three (3) hours a day five (5) days a week. Depending on the facility, turn over ratios for those programs differ. The Therapeutic Community (TC) program turns over every nine to twelve (9-12) months. Another factor to consider for SUD is that some individuals do not successfully complete the program. The numbers listed are based on average daily enrollment and the total number of new admissions per year. b. As many as possible – i.e. the most critical cases of SUD -- are being provided care at this time given COVID restrictions and staff vacancies. It is not possible to provide exact numbers or even an estimate. c. TDOC conducts Drug Testing per TDOC Policy #506.21 as referenced within Appendix B. The awarded Contractor is responsible for communicating new admissions, reasonable

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			suspicion requests, program random requests, and exit program requests to the TDOC Drug Testing coordinator. d. TDOC's Drug Testing policy outlines the protocol for testing in Appendix B, TDOC Policy #506.21. e. We currently have twenty-five (25) CPRS statewide. The number is fluid by facility. The State is currently working on increasing the number of CPRS by region. f. No.
Attachment 6.6., Section A.35.	pp.50-51	78 Reference PDF page 87-88, RFP Attachment 6.6. Pro Forma Contract, A.35. Medication Assisted Treatment. a. Please clarify whether the LPN and RN FTEs in this section are included in or an addition to the minimum staffing identified in Attachment Five. b. Please clarify what the anticipated duration of the pilot project is. c. A.35.e., indicates that our MAT Pilot Program Nursing Staff will be reporting to the current healthcare contractor's HSA, please confirm it is the Department's intent to have one vendor's staff reporting to another vendor's staff, and if so, please clarify the Department's intent in doing so. d. Per A.35. f., RNs/LPNs participating in the pilot project will provide routine care for sick call and chronic care. i. Please clarify whether the awarded contractor will be expected to implement their own documents, workflows, and protocols or follow the protocols, etc. of the current TDOC healthcare contractor? e. Please confirm that if more or less than the 8.4 designated FTEs are needed to provide services during the MAT Pilot Program, the Department and awarded contractor will agree to adjust costs accordingly.	a. The LPN and RN FTEs in Attachment 6.6., Section A.35. are included in the minimum staffing identified in Attachment Five. b. This project is covered through June 30 2022 by grants. State dollars will pay for the program/positions beyond June 30, 2022, so respondents should include the cost of these positions in their proposal c. No, there has been a BHA position that has been repurposed and is not the MAT coordinator to cover the MAT services. This is an RN. d.i. No the awarded Contractor will not be expected to implement their own documents, workflows, or protocols. The current protocols will be in place and have been approved and accepted by TDOC. e. As referenced in Attachment 6.6., Section D.3. Modification and Amendment, the Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. Otherwise, compensation shall remain firm for the duration of the Contract term, as referenced in Attachment 6.6., Section C.3.
Attachment 6.6., Section A.36.a. and A.36.b.	Pg.51	79 Reference PDF page 88-89, RFP Attachment 6.6. Pro Forma Contract, A.36. Employee Transition Process.: *"The Contractor shall offer the state employees referenced in Attachment Ten, who meet the professional qualifications referenced in Attachment Five – Minimum Staffing Requirements, positions as Contractor employees. The Contractor shall offer state employees at least one hundred twenty percent (120%) of employees' current base salary. The Contractor shall also provide benefits no less than those offered in its standard employee benefits package.* *a. State employees who remain with TDOC shall continue to provide behavioral health services within the scope of services delineated in the Contract, excluding. the positions identified in Attachment Ten. The Contractor shall assume responsibility for*	a. Employee Transition Process has been re-numbered as A.37. in item 7 below b. The minimum FTE positions detailed in Attachment Five (5) do not include the six (6) FTE State employee positions eligible to transition to the Contractor. If the individuals in those six (6) positions accepted positions with the Contractor, they could fill FTEs detailed in Attachment Five. c. The vacant positions indicate Contractor position vacancies under the current contract. The FTEs detailed in Attachment Five (5) differ from the positions in the current contract. d.i. The Correctional Program Director 1 shall have a Bachelor's Degree from accredited college or university and experience equivalent to five (5) or more years of full-time varied and/or increasingly responsible correctional professional experience including at least two (2) years supervisory work.

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		staffing the appropriate position in the Staffing Plan in Attachment Five. The TDOC Director of Behavioral Health Services and/or designee shall provide supervision and participate in the annual evaluation process of these individuals. *b. Upon award of the Contract all vacant behavioral health state positions shall be designated contract positions by the State. Any state position that is vacated for any reason shall be designated as a contract position immediately.* a. Please confirm this section should be sequentially numbered A.37 b. Please clarify whether the minimum FTEs identified in Attachment Five reflect the six FTE slots identified in Attachment Ten, or if these existing State FTEs (once converted to the Contractor) would be in addition to the minimum staffing identified in Attachment Five. c. Please confirm that the vacant behavioral health state positions identified in Attachment Ten are represented in the minimum FTEs required in Attachment Five. d. Please provide specifics regarding TDOC Staff eligible for transfer, including: i. Type of position, title, and/or level of education.	Psychological Examiner 2, licensed with HSP designation, as defined and found in the Rules of the Tennessee Board of Examiners in Psychology at the Tennessee Secretary of State's Official Compilation of Rules and Regulations published at 1180 - Board of Examiners of Psychology (tnsosfiles.com)
Attachment 6.6., Section C.10.	Pg.54	80 Reference PDF page 91, RFP Attachment 6.6. Pro Forma Contract, C.10. Laboratory Services. *"Currently the State's Inmate Health Services Contractor is responsible for the costs of Mental Health Laboratory Studies as ordered by the Contractor."* a. Please confirm that the current arrangement with the State Inmate Health Services Contractor paying for labs will remain in place under the new contract from this RFP.	The Inmate Health Services Contractor will remain the responsible party for the costs associated with Laboratory Services.
Attachment Four		81 Reference PDF page 123-141, RFP Attachment Four, Key Performance Indicators Manual, Liquidated Damages Schedule per Occurrence. Schedule in its entirety. a. Please provide historical data on a quarterly/annual basis regarding Behavioral Health Services Contractor Liquidated Damages costs and types of assessments. b. Please provide (by year) the amounts of any staffing paybacks/credits the TDOC has assessed against the incumbent vendor over the term of the current contract.	Amounts processed: a. FY16: 0, FY17: 0, FY18: $21,500 (staffing liquidated damages), FY19: 0, FY20: 0, FY21: $4,510,810.00 (staffing and non-staffing liquidated damages) FY22: 0 Liquidated damages for FY 22 are currently being calculated, so there is no definitive data to share for amounts assessed and processed. b. FY21: $231,609.60, FY22: $56,210.40 please note that this is historical data from the previous Behavioral Health contract with Corizon. Credits/Paybacks are not occurring under the current Behavioral Health Contract with Centurion.
Attachments Five and Six		82 Reference PDF page 142, RFP Attachment Five, Minimum Staffing	a. The Behavioral Health caseloads change on a daily basis. Patients on The MH caseload are offered Substance Use Disorder Treatment (SUDT) regularly if they score .5 or higher on the

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		Requirements., and Attachment Six, Levels of Mental Health Care. a. The MH caseloads per facility add up to 4,735. Please clarify the number of MH caseloads per facility that are receiving SUD Treatment Services. b. Please clarify whether the total number of MH caseloads identified is an average over time or the actual number in 2018. c. Please quantify the number of MH caseloads by mental health classification (i.e., Levels I through V) per facility.	American Society of Addiction Medicine (ASAM) assessment. More specific information is not available. b. 5060, monthly average for 2018; 5509 is the monthly average for 2019; 5777 is the monthly average for 2020; and 5866 is the monthly average for 2021. c. The average identified in b. above is a reflection of LOC 2 through 4. LOCs 1 and 5 are not included in the Behavioral Health caseload count. LOC 5 may be a transient assignment to LOC 5. Level of Care data is being provided as Attachment 14 and as detailed in item 13 below.
Attachment Six		83 Reference PDF page 143, RFP Attachment Six, Levels of Mental Health Care. a. Please provide the capacities, average populations, and locations of the TDOC segregation units. b. Please confirm if there are designated locations for the out-of-cell programming for patients in restrictive housing. i. If yes, are the designated locations currently equipped to facilitate such programming? c. Please confirm the following numbers over the past two years, by year and facility: i. Patients on psychotropic medication ii. Suicide attempts and completions iii. Suicide watches by facility iv. Restrictive housing beds by facility	a. See the State's response to Question #13. b. Confirmed. b.i. The designated locations are currently equipped to facilitate in-person individual and/or group programming. c.i. Approximately four thousand one hundred (4,100) patients are receiving psychotropic medication. Data is being provided as Attachment 17 and as detailed in item 16 below. c.ii. Please see the State's response to Question #36. c.iii. Please see the State's response to Question #36. c.iv. Capacities for facilities have not changed over the past two years. Below are capacities for each location. **BCCX:** Each housing unit has 25 double cells for 100 beds at site 2 Housing unit 21 is at the main site and has 3 pods.. 21 A Pod has 24 single cells 21 B pod and C pod have 36 double cells for a total of 72 beds in each pod **NWCX** Housing units N1-N3 each have 24 single cells Housing unit N4 has 24 double cells for 48 beds Housing unit L4 has 25 double cells for 50 beds **RMSI** Housing units 1 and 3 each have 96 single cells Housing unit 2 is designated for death row inmates and has 65 beds allocated for that purpose. **NECX**- Unit 4 maximum capacity 48 beds. Unit 5 & 6 maximum capacity 256 beds (128 beds per unit) Units 1 – 3 have a total of 72 beds (24 per unit) **DSNF-** 7C has a capacity of32 beds. 7F has a capacity of 32 beds. 7A has a capacity of 8 beds.

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			9E2 has a capacity of 12 beds. **MCCX-** Has a capacity of 360 beds in units 24,25,26 Unit 21A has a capacity of 32 beds. Unit 21B has a capacity of 64 beds. Unit 1 has a capacity of 54. **TCIX-** Capacity of 108 beds atTCIX Main. **WTRC-** Has a bed capacity of 30 inmates. **DJRC-Has a capacity of** 120 beds. **MLTC-** Has a capacity of 30 beds.
Attachment Nine		84 Reference PDF page 146-163, RFP Attachment Nine, Formulary. a. Please provide the total cost of psychiatric medication for each of the past three years. b. Please confirm whether the costs provided per year represent the total costs or the 50% obligation borne by the contractor.	a. The total cost for psychiatric medication for each of the past three years is as follows: 2018- $997,097 2019- $1,233,581 2020- $ 1,384,342 b. The costs provided in the State's response to Question #84.a. are the total costs rather than the costs borne by the Contractor.
RFP Section 1.1.2., Section 1.10, and the Pre-Response Conference Presentation slides	Pp.3-5	85 Reference PDF page 3, Section 1.1.2. *"The maximum liability for the current contract period (Nov. 1, 2020 – Oct. 31, 2025) is $120,761,319.00."* and PDF page 6-7, Section 1.10. Performance Bond. *"The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to the maximum liability of the contract awarded through this procurement and said amount shall not be reduced at any time during the period of the contract.* *The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., Pro Forma Contract, Attachment Two, Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.* *After contract award, the successful Respondent must meet this performance bond requirement by providing the State either:* *a. a performance bond that covers the entire Contract period including all options to extend the Contract, or* *b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a*	. Please see the State's Response to Question 4.

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		new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)" (emphasis added) Reference also, the pre-response conference on September 21, 2021, during which the following representations were made related to the performance bond requirement. *"To reiterate, the awarded Respondent has the option to either:* ➢ *Satisfy the Performance Bond in an amount that covers the entire Contract period, including all options to extend the Contract (i.e., sixty [60] months); or* ➢ *Satisfy the Performance Bond in an amount that covers the first twelve (12) calendar months of the Contract and, thereafter, a new or re-issued performance bond covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new [or re-issued] bond."* (emphasis added) Respondent Comment and Request for Clarification: RFP # 32901-31266 requires the winning offeror to post a performance bond in an amount equal to the maximum liability of the contract awarded (which for the current contract period is $120,761,319.00). Section 1.10 of the RFP provides two mechanisms (a. and b.) for meeting the bond requirement: a. a performance bond that covers the entire Contract period including all options to extend the Contract; or b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no	

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		later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.) (emphasis added) While Section 1.10.a. contemplates a performance bond that covers the entire Contract period, subsection b. still refers to the "amount detailed above" -- presumably referring to the entire Contract period and the stated maximum liability amount ($120,761,319.00). While providing for two different methods for meeting the performance bond requirement, the RFP reads as if the amount of the required performance bond totals the maximum liability for the contract period, regardless of the method chosen. During the pre-response conference on September 21, 2021, however, it was stated that the awarded respondent has the option to satisfy the performance bond either (1) in an amount that covers the entire contract including all options (60 months); or (2) in an amount that covers the first twelve (12) calendar months of the contract and then a new or re-issued performance bond covering each subsequent twelve (12) calendar month period can be secured. The requirements for satisfying the performance bond as set forth in the RFP do not appear to be the same as the information related to the performance bond provided during the pre-response conference on September 21, 2021. a. Please confirm that the awarded respondent may use either of the two options as set forth at the pre-response conference to satisfy the RFP's performance bond requirement. As an example, if a respondent's annual contract total was $21 million for the first twelve (12) calendar months of the Contract ("Year 1"), $22 million for Year 2; $23 million for Year 3; $24 million for Year 4; and $25 million for Year 5, so the entire contract period including all options would total $115 million, the respondent could provide a performance bond in the amount of $21 million for Year 1, $22 million for Year 2; $23 million for Year 3; $24 million for Year 4; and $25 million for Year 5. b. Please confirm that structuring bonds as set forth in the example above would satisfy the performance bond requirement under Section 1.10.b. of the RFP.	
RFP Section 3.1.1.2.	Pg.7	86 Page 7 of the RFP: The RFP instructs bidders to use Size 12 Font. Is it permissible to use slightly smaller font for tables and graphics?	Please see the State's response to Question #35.
RFP Sections 1.6. and 1.10	pp.3-5	87 In accordance with Section 1.6 of RFP # 32901-31266 the Respondent hereby submits the following comment and objection to the RFP.	Please see the State's Response to Question 4.

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		Section 1.10 of RFP # 32901-31266 provides, in part, as follows: *"The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to the maximum liability of the contract awarded through this procurement and said amount shall not be reduced at any time during the period of the contract."* (emphasis added). The maximum liability for the contract period stated in the RFP (November 1, 2020 – October 31, 2025) is $120,761,319.00. (RFP at Section 1.1.2.). Respondent Comment & Objection No. 1.: RFP # 32901-31266 requires the winning offeror to post a performance bond in an amount equal to the maximum liability of the contract awarded, which will exceed $120,000,000. The performance bond requirement as stated in RFP # 32901-31266 is unheard of in the prison health care services market (the "Market") in Tennessee. In our experience providing such care in thirty-three (33) states, we have not seen a performance bond requirement that is effectively equal to 500% of one (1) year of the contract's value, or $120 million (see attachment). We surveyed eleven (11) recent State DOC procurements, which range from no performance bond requirement to a maximum bond requirement equal to 100% of one year of the contract's value (Delaware, approximately $21 million). We cannot understand why Tennessee would require such an excessive spend of taxpayer dollars when the extraordinary bond requirement offers no real additional protection to the State. Historically, the Tennessee Department of Correction ("TDOC") and the Central Procurement Office ("CPO") have required reasonable performance bonds for services contracts in the Market. This policy and practice is consistent with Tennessee law, which vests CPO with the right, but not the obligation, to require an "appropriate" performance bond for a State contract. See Tenn. Code. Ann. § 12-3-502(i). The performance bond required by RFP # 32901-31266 is not appropriate in that it is cost prohibitive and restricts competition. Upon information and belief, a bond requirement of this size will grant a competitive advantage to companies in the marketplace that have the financial backing of a large parent company and essentially will eliminate all but one competitor in the Market. Moreover, a performance bond of this size in a services contract provides the State with no additional protection from	

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		significant losses in the event the chosen contractor defaults, as the State only pays for services under the contract after they are performed. The terms of services contracts, such as the one contemplated by the RFP, and the circumstances under which they are performed provide the State with ample opportunity to control its risk. The solicitation and procurement process is intended to foster competition, not eliminate it. In order to ensure that the State obtains the best value for the taxpayers and fosters competition, the Respondent respectfully requests that the performance bond requirement in RFP # 32901-31266 be corrected to an appropriate amount. The Respondent believes that it would be appropriate for such amount to be set in accordance with the COP's and the Tennessee Department of Corrections' previous practice of requiring a more commercially reasonable performance bond, which ensures competitive bids are possible while also ensuring that the State is adequately protected. For instance, the Respondent submits that an appropriate bond amount would be commensurate with the $1,000,000 performance bond that was contained in the 2016 Tennessee Department of Corrections' inmate health care services contract and was consistent with TDOC's historical performance bond requirements for market services contracts. The Respondent hereby submits this Comment and Objection in accordance with Section 1.6 of the RFP. The Respondent hereby reserves its rights to submit additional questions and comments before the RFP's stated "Questions & Comments" deadline of September 27, 2021 at 2:00 p.m. The Respondent further reserves its rights related to this Comment and Objection and associated issues under Tenn. Comp. R. & Regs. 0690-03-01-.12(1)(a), -.12(2) (January 2014 revised).	
RFP Section 1.10	Pp.4-5	88 Regarding the performance bond, can you please clarify the option for providing a performance bond for the first twelve (12) calendar months of the Contract, and, thereafter, a new or re-issued performance bond covering each subsequent twelve (12) calendar month period of the Contract? For the sake of example, if the cost of the first 12 months of the contract is $1 and the cost of the entire 5 year contract period is $5, under the option of providing a performance bond for each 12 month period, is the amount of the bond for the initial 12 months of the Contract $1 or $5. Then, what is the amount of the bond for each subsequent 12 month period? Is it $1 each 12 month period? $5? Or does is start at $5, then $4, $3, $2, $1 for each subsequent 12 month period?	Please see the State's Response to Question 4.
Attachment 6.6, Section A.7	Pg.26	89 Will tele-psychiatry be allowed for the purposes of the scope of work, or if these physicians will have to be on-site?	It depends upon the site and volume of work. Physicians need to visit the site for Advance Practice Nurse (APN) supervision.

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			The State has, however, during the recent COVID pandemic and for public safety reasons, allowed exceptions for use of telepsychiatry to ensure that needed care is provided to inmates. **The State's current expectation is that providers would be onsite unless written permission has been given by either the State's Director of Behavioral Health or the State's Chief Medical Officer.** **Industry trends, however, indicate an increasing allowance for and reliance on telepsychiatry in order to provide the best possible treatment for offender patients and not be limited by the physical proximity of a provider.**

3. Delete RFP Section 6.2 Section A in its entirety **and insert the following in its place** any sentence or paragraph containing revised or new text is highlighted**:**

RFP ATTACHMENT 6.2. —Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following: (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages:	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		(i) Workers' Compensation/ Employers' Liability with a limit not less than the relevant statutory amount or One Million Dollars ($1,000,000.00) per occurrence for employers' liability; (ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than One Million Dollars ($1,000,000.00) per occurrence; and (iv) Professional Malpractice Liability with a limit of not less than One Million Dollars ($1,000,000.00) per claim. (e) The following information applicable to each type of insurance coverage: (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
	A.7.	Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements must: (1) reflect an audit period for a fiscal year ended within the last 36 months; (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP. NOTES: ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted. All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		an opinion regarding the Respondent's financial status is licensed, including the license number and state in which the person or entity is licensed.	
	A.8.	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP as detailed in Section 1.10 and Section 2, RFP Schedule of Events. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. The Respondent must also provide a letter or commitment from a surety evidencing its ability to secure the required bond.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

4. Delete RFP Section 6.2 Section B in its entirety **and insert the following in its place** any sentence or paragraph containing revised or new text is highlighted)**:**

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) Business Strategy. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) Business Relationships. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) Estimated Participation. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO NOT INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.
	~~**B.17.**~~	~~Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent:~~ ~~▪ two (2) accounts Respondent currently services that are similar in size to the State; and~~ ~~▪ three (3) completed projects.~~ ~~References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.~~ ~~The Respondent will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.~~ ~~(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.~~ ~~(b) Send a reference questionnaire and new, standard #10 envelope to each reference.~~ ~~(c) Instruct the reference to:~~ ~~(i) complete the reference questionnaire;~~ ~~(ii) sign and date the completed reference questionnaire;~~ ~~(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;~~ ~~(iv) sign his or her name in ink across the sealed portion of the envelope; and~~ ~~(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).~~ ~~(d) Do NOT open the sealed references upon receipt.~~ ~~(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.~~ ~~NOTES:~~ ~~▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.~~ ~~▪ The State will not review more than the number of required references indicated above.~~ ~~▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.~~ ~~▪ The State is under no obligation to clarify any reference information.~~
	B.17.	Provide a statement and any relevant details addressing whether the Respondent is any of the following:

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence 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) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 30)*		
State Use – Evaluator Identification:		

5. Delete Pro Forma Contract Section A.2. in its entirety **and insert the following in its place** any sentence or paragraph containing revised or new text is highlighted)**:**

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

1. Active Directory or AD shall mean the directory service developed by Microsoft for Windows domain networks. It is a database and set of services that connect users with the network resources the users need to get their work done.

2. Addict shall mean a person who is physically or psychologically dependent on a chemical substance.

3. Addiction shall mean a primary, chronic disease of brain reward, motivation, memory, and related circuitry. Addiction is characterized by inability to consistently abstain, impairment in behavioral control, craving, diminished recognition of significant problems with one's behaviors and interpersonal relationships, and a dysfunctional emotional response.

4. Addiction Treatment and Recovery Services Coordinator shall mean Contractor staff review Clinical needs of Inmates and specialty consultation information as determined by and in conjunction with the TDOC Director of Behavioral Health Services' designee, which may include a daily discussion of the status of program, contract Compliance with the review, approval, denial, or alternative treatment recommendations for other specialty programs by institutional program managers as referenced in Appendix B TDOC Policy # 513.07.

5. 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 as referenced in Appendix B TDOC Policy #113.11.

6. Aftercare shall mean the plan for continuity of Behavioral Health care for an Inmate scheduled for release from incarceration and return to the community as referenced in Appendix B TDOC Policy #513.07.

7. 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. In addition, it supports laws and administrative procedures to safeguard the rights of corrections workers, victims, Inmates and Offenders in the adult and juvenile correctional process.www.aca.org

8. American Telemedicine Association ("ATA") shall mean the professional organization focused on accelerating the adoption of medical care provided by virtual platforms to ensure care is available regardless of the location of the patient or provider. www.americantelemed.org

9. American Society of Addiction Medicine ("ASAM") means a leading professional society actively seeking to define and expand the field of Addiction medicine.www.asam.org

10. Anger Management shall mean the therapeutic approach designed to help people respond to anger with appropriate behavior.

11. Answering Service shall mean either software or an electronic system which responds to and possibly redirects telephone calls when no live person is available for response.

12. Assessment/Screening shall mean the instrument or practices used by nurses to determine an Inmate's medical or addition-related condition(s).

13. Assessment and Evaluation or Direct Assessment shall mean a direct assessment of an individual's Behavioral Health status, without the use of standardized psychological test(s), to determine and/or recommend the need for Behavioral Health treatment in accordance with Appendix B, TDOC Policy #113.84 as may be revised.

14. Assessment Instrument shall mean the direct administration of a single or battery of standardized psychological instrument(s) to an individual with the intent of establishing a Clinical profile to aid in the diagnostic process and Clinical disposition in accordance with Appendix B, TDOC Policy #113.84 as may be revised.

15. Assistant Commissioner shall mean the Assistant Commissioner of Rehabilitative Services.

16. Associate Warden for Treatment ("AWT") means the TDOC staff member with a bachelor's degree and experience equivalent to five (5) years of adult correctional management in a rehabilitative program.

17. Attention Deficit Disorder ("ADD") shall mean a brain disorder marked by an ongoing pattern of inattention and impulsivity that interferes with functioning or development.

18. Audio-Visual Presentation shall mean a service that provides web streaming, video conferencing and live broadcast services via telecommunication equipment, which may also be used of for presenting Inmates for evaluation, diagnosis, and treatment of medical/Behavioral Health conditions in accordance with Appendix B, TDOC Policy #113.33 as may be revised.

19. Average Length of Stay ("ALOS") shall mean the average period in days that the average person stays treatment for a particular behavioral or mental illness.

20. Backup Staffing Plan shall mean written Contractor plan indicating how full staffing shall be provided when Contractor staff are on leave, during holidays, or emergencies.

21. BCCX shall mean the Bledsoe County Correctional Complex ("BCCX"), as specified below:
    a. Site 1: Intake; and
    b. Site 2: Time building.

22. Behavioral Health shall mean the healthcare system that deals with the diagnosis and treatment of Behavioral Health, substance abuse, and associated physical disorders. It consists of the integrated delivery of care by Psychiatrists, social workers and other healthcare professionals.

23. Behavioral Health Administrator ("BHA") shall mean the licensed or qualified Behavioral Health professional designated by the Contractor to assume the responsibility of coordinating the delivery of Behavioral Health Services and the Clinical Director at a TDOC Facility.

24. Behavioral Health Case Management Services shall mean support services for individuals with Behavioral Health issues.

25. Behavioral Health Classification shall mean the process for identifying Behavioral Health disorders.

26. Behavioral Health Crisis Intervention shall mean providing services for individuals with acute Behavioral Health issues.

27. Behavioral Health Delivery System shall mean the manner in which services are delivered.

28. Behavioral Health Education Program shall mean psycho-educational groups.

29. Behavioral Management shall mean all of the actions and conscious inactions to enhance the probability people, individually and in groups, choose behaviors, which are personally fulfilling, productive, and socially acceptable.

30. Behavioral Science shall mean the systematic analysis and investigation of human and animal behavior through controlled and naturalistic observation and disciplined scientific experimentation.

31. Board of Parole ("BOP") shall mean the State agency charged with minimizing public risk and promoting lawful behavior by the prudent, orderly release of adult Offenders.

32. Business Associate ("BA") shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. § 160.103 https://www.govregs.com/regulations/45/160.103

33. Case Management Services shall mean services that involve engagement of the patient, assessment, planning, linkage with resources, consultation with families, collaboration with Behavioral Health, medical, community services and security to provide efficient needs of the Offender in accordance with Appendix B TDOC Policy #113.23 as may be revised.

34. Case Management Coordinator ("CMC") shall mean a full-time Contractor staff member assigned to work in the Central Office. This individual shall work under the direction of the Director of Behavioral Health Services and shall serve as the coordinator for Behavioral Health Case Management Services throughout TDOC in conjunction with institution Case Managers as referenced in Appendix B TDOC Policy #508.04.

35. Case Management Plan ("CMP") shall mean a continuously updated and edited series of goals and action steps that govern the confinement, supervision, treatment, sanctioning, transition, and rehabilitative needs of individuals sentenced to serve their sentence under the authority of the TDOC. Updates and edits are determined by Validated Risk and Needs Assessment/reassessments as well as qualifying events.

36. Case Manager(s) shall mean the staff member(s) responsible for the assessment and coordination of Offender Clinical Case Management Services during incarceration and for making

arrangements for the continuum of these services through community resources and/or partnerships as needed in accordance with TDOC Policy #113.23 as may be revised and referenced in Appendix B.

37. Caseload Ratio shall mean the ratio of Inmates approved in writing by the State to be treated by a particular Contractor staff position.

38. Central Office shall mean the statewide headquarters for the Tennessee Department of Correction, located at 320 Sixth Avenue North in Nashville.

39. Central Pharmacy Contractor shall mean TDOC's awarded Contractor for providing pharmacy operation, prescription filling, and packaging services at the Deberry Special Needs Facility. The TDOC Central Pharmacy Contractor also ensures that prescriptions are delivered to Inmates at TDOC Facilities across the State.

40. Central Transportation shall mean the TDOC division which coordinates and transports Inmates between State and privately managed facilities, to court, to hospitals, or other locations as determined necessary by TDOC leadership as referenced in Attachment 6.6., Pro Forma Contract, Section A.16.

41. Certified Peer Recovery Specialist Program shall mean the program facilitated by Inmates with two (2) years of sobriety and who have undergone rigorous screenings and trainings prior to being certified to provide non-Clinical support to fellow Inmates in recovery from substance abuse.

42. Certified Peer Recovery Specialist(s) ("CPRS") shall mean Inmates with two (2) years of sobriety who have undergone rigorous screening and training prior to being certified to provide non-Clinical support to fellow Inmates in recovery from substance abuse as referenced in Appendix B TDOC Policy #513.07.3.

43. Certified Peer Recovery Specialist Trainer ("CPRST") shall mean Contractor staff trainers who shall provide training and support to the Inmate Certified Peer Recovery Specialists in TDOC institutions. The CPRS trainers shall be Certified Peer Recovery Specialists themselves and shall be certified by the Tennessee Department of Behavioral Health and Substance Abuse Services as CPRS trainers so that they can teach the required forty (40) hours' worth of training to other individuals eligible for becoming CPRSs as referenced in Appendix B TDOC Policy #513.07.3.

44. Certified Therapeutic Recreation Specialist ("CTRS") or recreational therapist, is a licensed professional trained to provide treatment through recreational activities.

45. Chief Medical Officer shall mean the physician employed by the State to oversee and manage the medical care provided to incarcerated Inmates in both State managed and privately managed facilities.

46. Clinical shall mean relating to the observation and treatment of actual patients.

47. Clinical Files shall mean medical charting/documentation of Clinical assessments in a patient's health record such as a chronological history of the participant's clinical forms, all substance use related assessments, progress notes, pre and post testing, transition accountability plan, release of information forms, drug screens, treatment interventions, discharge summary, events, and activities as referenced in Appendix B TDOC Policy #513.07.1.

48. Clinical Case Management Services are services that involve engagement of the patient, assessment, planning, linkage with resources, consultation with families, collaboration with behavioral health, medical, community services and security to provide efficient needs of the Offender as referenced in Appendix B TDOC Policy #113.23 as may be revised.

49. Clinical Director shall mean a Contractor employee who is a licensed Psychologist with a health service provider designation in the State of Tennessee. Contractor shall provide a Clinical

Director, who shall be responsible for the type and quality of Clinical services/programming provided by Behavioral Health staff and be the Clinical liaison for the TDOC Medical and Behavioral Health Services Directors.

50. Clinical Protocols shall mean a document in which the institutional medical director/supervising Psychiatrist delegates guidelines of medical/Behavioral Health management to a mid-level provider in accordance with TDOC Policy #113.11 as referenced in Appendix B. Clinical Protocols are a formal method established for the management of a disease process or Behavioral Health disorder. Clinical Protocols outline diagnostic tests (including laboratory tests) and treatment for identified health or Behavioral Health conditions and are used under physician supervision only by professionals with formal advanced training and certification/license in primary health or Behavioral Health care delivery.

51. Clinically Necessary shall mean best practices for Behavioral Health needs.

52. Clinical Staff shall mean Contractor staff including but not limited to Advance Practice Nurses and Psychiatrists who provide Behavioral Health treatment services to Inmates.

53. Clinical Supervision shall mean the Contractor staff duty of monitoring whether a non-licensed Behavioral Health provider is providing service within State licensing board guidelines so that Clinical care is provided appropriately. https://www.tn.gov/health/health-program-areas/health-professional-boards.html.

54. Code of Federal Regulations ("CFR") shall mean the codification of the general and permanent rules published in the Federal Register by departments and agencies of the Federal Government produced by the Office of the Federal Register and the Government Publishing Office.

55. Cognitive-Based Modified Therapeutic Community Structure shall mean the environment, frequency and procedure for treating substance abuse disorder(s) and criminal thinking.

56. Cognitive-Behavioral Skills Development shall mean the learning of new coping skills and thinking.

57. Cognitive-Behavioral Therapy shall mean Evidence-Based treatment method or procedures used to improve Behavioral Health by challenging and changing unhelpful distortions and behaviors, improving the regulation of emotions and development of personal coping strategies to solve current problems.

58. Cognitive Restructuring shall mean programming or treatment provided with the intent of changing an Inmate's thinking processes and resulting behaviors.

59. Compliance shall mean the rating applied when a requirement is met at least ninety-five percent (95%) of the time during the audit cycle as defined in Appendix B TDOC Policy #103.07 as may be revised.

60. Commissioner shall mean the Commissioner of TDOC along with Deputies or Assistant Commissioners as enumerated in the Contract and as defined in this section.

61. Community Services or Community-Based Services shall mean any public or private agency that provides services, counseling, or any type of assistance which helps Offenders cope with the responsibilities of community supervision and/or addresses the barriers that can keep an Offender from being successful in the community in accordance with TDOC Policy #113.23 as may be revised.

62. Consent Agreement shall mean the voluntary consent or agreement by an Inmate who has the capacity to make an informed decision or by an Inmate's fiduciary to a treatment, assessment, medication, or other Behavioral Health intervention, and for which consent is given after the disclosure of facts regarding the nature, consequences, risks, benefits, and alternatives

concerning the proposed treatment, assessment, medication, or other Behavioral Health intervention in accordance with Appendix B TDOC Policy #113.89.

63. 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 as referenced in Appendix B TDOC Policy #113.09.

64. Continuous Quality Coordinator ("CQI Coordinator") shall mean full-time Contractor staff responsible for developing and implementing a Behavioral Health Continuous Quality Improvement Program. This individual shall visit all TDOC institutions and communicate any issues related to Behavioral Health continuous quality improvement to the TDOC Director of Behavioral Health Services or designee. The CQI Coordinator shall assist in the development of Clinical guidelines and enhance the quality of the State's Behavioral Health operations. The CQI Coordinator shall work in Central Office and monitor the CQI program to ensure Compliance with ACA Standards and Appendix B TDOC Policy #113.09 as may be revised. The CQI Coordinator shall collect, analyze, and report data for any programs identified by Director of Behavioral Health Services.

65. Continuous Quality Improvement Program shall mean the State program, as defined in Appendix B TDOC Policy #113.09, which evaluates the quality of care provided to Inmates through measured outcomes in the health and Behavioral Health systems.

66. Consumer Technology Association ("CTA") shall mean the organization which performs market research, establishes technology standards and educates members on technology. https://www.cta.tech/

67. Contract Monitor(s) shall mean TDOC staff charged with monitoring Contractor performance and Compliance with contract terms and conditions.

68. Counseling shall mean supportive consultation services provided to aid in coping with various issues in accordance with TDOC Policy #508.04 as may be revised.

69. Covered Entity shall generally have the same meaning as the term "covered entity" at 45 C.F.R. §160.103. https://www.govregs.com/regulations/45/160.103.

70. Criminal Thinking Error Awareness shall mean Inmate programming provided by the Contractor to equip Inmates to be mindful of and potentially change criminal thinking patterns.

71. Criminogenic Needs shall mean the internal and external attributes of Offenders that are directly linked to criminal behavior and subsequent recidivism in accordance with TDOC Policy #513.07 as referenced in Appendix B.

72. Crisis Intervention shall mean Counseling or psychotherapy for patients in a life crisis that is directed at supporting the patient through the crisis and stressful event that precipitated it.

73. Crisis Management shall mean the process by which a business or other organization deals with a sudden emergency.

74. Crisis Stabilization Placement shall mean transferring inmates in a mental health crisis to an infirmary or a designated location for monitoring and mental health seclusion.

75. Critical Incident Training or CIT shall mean the training provided to State facility, Central Office and Community Supervision Staff to equip the staff to debrief other agency staff in the event of a critical incident including but not limited to a line-of-duty staff death, a serious line-of-duty staff injury, staff suicide, protracted incidents involving strong emotions over an extended period of time such as natural disasters or hostage situations, use of deadly force or other life-threatening situations, incidents where there is a strong connection between State staff and the victim, or

involvement in a number of moderately stressful incidents resulting in a cumulative effect on State staff.

76. CR-1884 shall mean the State's formally approved Problem Oriented-Progress Record as included in TDOC Policies #113.31 and #113.81 and as detailed in Appendix B.

77. CR-3082 shall mean the State's formally approved Mental Health Seclusion/Suicide/Restraint Authorization as included in as included in TDOC Policies #113.81, #113.88, and #506.07 (as may be revised) and as detailed in Appendix B.

78. CR-3713 shall mean the State's formally approved Substance Use Clinical Discharge Summary as included in as included in TDOC Policy #113.81 (as may be revised) and as detailed in Appendix B.

79. CR-3720 shall mean the State's formally approved Substance Use Behavioral Program Intake and Interpretive Summary Form as included in TDOC Policy #513.07 (as may be revised) and as detailed in Appendix B.

80. CR-3753 shall mean the State's formally approved Substance Use Disorder Individual Treatment Plan as included in TDOC Policy #513.07 (as may be revised) and as detailed in Appendix B.

81. CR-4153 shall mean the State's formally approved Substance Use Treatment Transition Accountability Plan as included in TDOC Policy #513.07.1 (as may be revised) and as detailed in Appendix B.

82. Data Management Automation shall mean the management process that automates the bulk of data operations.

83. Deberry Special Needs Facility ("DSNF") shall mean the Lois M. DeBerry Special Needs Facility in Nashville TN which provides services to Inmates with multiple and complex medical problems.

84. Debra K Johnson Rehabilitation Center ("DJRC") shall mean the State Institution, which is the primary prison for female Offenders, and one of the diagnostic centers for female Offenders.

85. Deputy Commissioner shall mean either the Chief of Staff, General Counsel or Chief Financial Officer, each of which hold the title of Deputy Commissioner.

86. Diagnosis Codes shall mean the translation of written descriptions of disease, illness and injuries into codes from a particular classification.

87. Diagnostic and Statistical Manual of Mental Disorder (5th Edition) ("DSM-5") shall mean the publication of the American Psychological Association, which represents the latest scientific thinking in both criteria content and organizational structure of mental disorders. This handbook is used by health care professionals as the authoritative guide to the diagnosis of mental disorders. The awarded Contractor is expected to purchase as many copies/subscriptions as necessary to provide the services detailed in the in the RFP and Pro Forma Contract as a cost of doing business. TDOC will not make the DSM-5 available to the awarded Contractor.

88. Direct shall mean 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 a 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. https://www.healthit.gov/test-method/direct-project

89. Direct Accredited shall mean a provider approved by the Direct Project to send encrypted health information directly to cryptographically validated recipients over the Internet.

90. Direct Physical Assessments shall mean an in-person assessment conducted on an Inmate to determine physical and behavioral health condition and properly document on the required TDOC form.

91. Direct Secure 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").

92. Director of Behavioral Health Services shall mean the TDOC chief officer charged with oversight of the Department's Behavioral Health programs and activities for incarcerated Inmates as well as Offenders at liberty in the community.

93. Director of Risk Mitigation and Contract Monitoring shall mean the State employee charged with oversight of the Contractor's Compliance and performance.

94. Documented Physical Assessments shall mean an in-person assessment conducted on an Inmate to determine physical and Behavioral Health condition and properly documented on CR-4180 as found in TDOC Policy #113.84 and as included in Exhibit B.

95. Drug(s) of Abuse shall mean short-acting drugs, including opioids, used by Addicts for their euphoric, sedating, or intoxicating effects.

96. Drug Enforcement Administration ("DEA") shall mean the federal law enforcement agency under the U.S. Department of Justice tasked with combatting drug smuggling and drug use within the United States.

97. Drug Testing shall mean methods of drug testing, such as using a urine specimen or hair analysis to detect the presence of alcohol or drugs in an Inmate's body.

98. Electronic Health Record ("EHR") shall mean a systematized collection of patient and population electronically stored health information in a digital format.

99. Eligibility Documentation shall mean material that provides official information, evidence, or that serves as record of qualification to be chosen for participation in programming or treatment.

100. Emergency Call shall mean a telephone consultation concerning an Inmate who requires immediate response due to a psychiatric emergency.

101. Emergency Consultation shall mean a visit to an emergency department when urgent medical attention is necessary.

102. Emergency Deficiencies shall mean any defect in the emergency management procedures that effectively provides emergency services.

103. Emotionally Disturbed shall mean a condition in which an Inmate exhibits certain emotional and/or behavioral characteristics over a long period of time and to a marked degree which adversely affects the individual.

104. Evaluation shall mean an examination of an Inmate's Behavioral Health state including verbal interviews and the administration of Assessment Instrument(s) to determine an Inmate's Behavioral Health condition and treatment needs.

105. Evidence-Based shall mean empirical research that has provided evidence of statistically significant effectiveness.

106. Evidence-Based Practices shall mean practices considered by the Department of Justice's Office of Justice Programs to be demonstrated effective by causal evidence, generally obtained through high-quality outcome evaluations. The practices have been found effective in treatment of

specific problems which leads to a lower rate of return to incarceration. https://nicic.gov/evidence-based-practices-ebp

107. Evidence-Based Programming ("EBP") shall mean programming considered by the U.S. Department of Justice's Office of Justice Programs to be demonstrated effective by causal evidence that is generally obtained through high-quality outcome evaluations. The programming has been found effective in treatment of specific problems, which leads to a lower rate of return to incarceration as referenced in Appendix B TDOC Policies #506.14.3, #513.07, and #513.12. https://nicic.gov/inventory-evidence-based-and-research-based-programs-adult-corrections

108. Exit Drug Screen shall mean the process of chemical analysis designed to test patients for drug use or to ensure that a patient is substance-free at the end of the program as referenced in Appendix B TDOC Policy #506.21.

109. Expired Sentence shall mean Inmates whose maximum court sentence minus credits has been served and are released without any term of community supervision as referenced in Appendix B TDOC #511.06.

110. Facility shall mean a place, institution, building, set of buildings, structure or area that is used by an agency for the confinement of individuals.

111. Family and Positive Companion Planning shall mean strategies for families and companions to successfully plan and build stronger relationships.

112. Felon shall mean a person who has been convicted of a felony.

113. Felony shall mean a crime, typically involving violence, regarded as more serious than a misdemeanor, and usually punishable by imprisonment for more than one (1) year.

114. Forensic Social Worker ("FSW") shall mean a social worker who focuses on the commonality between social work and the legal justice system.

115. Full-Time Equivalent ("FTE") shall mean **a unit of measurement that helps employers forecast workforce position needs.**

116. Getting Motivated to Change shall mean a collection of materials for leading counseling sessions that address motivation and readiness for change.

117. Grievance shall mean a written complaint concerning the substance or application of a written or unwritten policy or practice, any single behavior or action toward an Inmate by staff or other Inmates, or any condition or incident within the Department or institution which personal affects the Inmate complainant, in accordance with Appendix B TDOC Policy #501.01 as may be revised.

118. Group Therapy shall mean a medium intensive form of substance use counseling programs using Evidence-Based Curriculum conducted in Inmate groups.

119. Health Information Service Provider ("HISP") shall mean an organization that manages security and transport for health information exchange among healthcare entities.

120. Health Services Administrator ("HSA") shall mean Behavioral Health Contractor staff charged with the administration and oversight of Behavioral Healthcare delivery at a TDOC site or institution.

121. High School Diploma shall mean a credential provided by the State or a Local Education District (LED) to certify a student's completion of secondary school requirements.

122. High School Equivalency Diploma shall mean a credential provided by the State, an LED or a private provider such as GED or HISET to certify a student's completion of secondary school requirements.

123. Incarceration shall mean the confinement of an Offender within a prison facility to serve the sentence for their offense.

124. Individual Counseling or Individual Therapy shall mean one-on-one therapy.

125. Individual Education Plan ("IEP") shall mean a special needs educational outline.

126. In-House Mentoring Program shall mean incarcerated individuals assigned to mentor/assist peers as part of an established mentoring program.

127. Initial Drug Screen shall mean the process of chemical analysis designed to test patients for drug use or to ensure that a patient is substance-free at the beginning of the program as referenced in Appendix B TDOC Policy #506.21.

128. Inmate or Prisoner shall mean a person incarcerated or detained in a prison or jail.

129. Inmate Behavioral Health Services means the Behavioral Health Services provided by the Contractor awarded through this RFP for the detection, diagnosis, treatment, and referral of Offenders with Behavioral Health problems. Services shall also include, but may not be limited to, psychological/psychiatric Assessment and Evaluation, intake diagnosis, treatment plan development, pharmacological management, behavioral management, individual and/or group therapy, crisis management, and case management.

130. Inmate Health Services Contractor shall mean the contract provider of medical services for Inmates incarcerated in TDOC managed facilities

131. Inpatient/Residential Census shall mean the numerical count of individuals in intensive programming.

132. Institution shall mean a place, building, set of buildings, structure or area that is used by the Tennessee Department of Correction for the confinement of individuals.

133. In-Service Training shall mean training for staff on-site as referenced in Appendix B TDOC Policy # 110.05.

134. Institutional Parole Officer ("IPO") shall mean a parole officer who serves as a parole liaison for Inmates, institutional staff, and the Board of Parole.

135. Intake shall mean the process for admittance into the Contractor managed Behavioral Health Program.

136. Integrated Dual Disorder Treatment Model shall mean a Behavioral Health Model used in the treatment of Inmates with both substance abuse and Behavioral Health disorders so that both disorders are addressed and treated.

137. Integrated Psychosocial Report shall mean a written report prepared by Contractor staff assessing multiple factors of an individual's life. The report is to be used in preparation of an Individual Educational Program as detailed in Exhibit B TDOC Policy #117.01.

138. Integrity/Accountability Group shall mean a group for increasing awareness of behavior.

139. Intellectual Disorder shall mean the diagnosis of an intellectual disability.

140. Intensive Substance Use Disorder Group Therapy Program shall mean substance use treatment offered more frequently and/or for longer periods of time for Inmates designated as having significant substance abuse disorder issues.

141. Interdisciplinary Treatment shall mean treatment guided by a team whose members' training and credentials come from multiple professional disciplines, with each specializing in a particular area of Behavioral Health treatment.

142. International Certification & Reciprocity Consortium ("ICRC") shall mean the organization that promotes public protection by setting standards and developing exams for credentialing prevention, substance use treatment, and recovery professionals. https://internationalcredentialing.org/

143. International Certification & Reciprocity Consortium Advanced/Regular Alcohol and Other Drug Counselor ("ICRC-A/AODAC") shall mean a certification granted to alcohol and drug abuse counselors who have met professional credentialing organizational requirements and who have passed a test to become certified. https://internationalcredentialing.org/

144. Internet Protocol Transport ("IP Transport") shall mean requirements for moving data packets between networks over the Internet.

145. Intervention Substance Use and Recovery Education Program Level of Care shall mean service for individuals who are at risk of developing substance-related problems, or a service for those whom there is not yet sufficient information to document a diagnosable substance use disorder or evidence of problematic opiate use While in this program, participants shall explore and address problems or risk factors that appear to be related to substance use and help the participant identify the harmful consequences of high-risk substance use and Addictive behaviors.

146. Job Readiness shall mean meets vocational qualifications.

147. Key Performance Indicators Manual shall mean Attachment Three, which defines and details metrics used by the State to measure Contractor performance.

148. Licensed Alcohol and Drug Abuse Counselor ("LADAC") shall mean a professional licensed and certified by the State of Tennessee to provide substance abuse counseling.

149. Legal Reciprocity shall mean the recognition of one's legal license in a state different from the state where the legal license was issued.

150. Levels of Behavioral Healthcare shall mean categories based on severity of Behavioral Health as detailed in Attachment Six.

151. Licensed Behavioral Health Professional shall mean an individual who provides Behavioral Health treatment services as identified and defined in the Rules of the Tennessee Department of Mental Health and Substance Abuse Services Chapter 0940-05-1-.02.

152. Levels of Care shall mean a numerical ranking that defines an Inmate's level of functionality in general population and denotes a need for mental health services. The ascending number is related to the increase in mental health severity as referenced in Attachment Six and Appendix B TDOC Policy #113.87 as may be revised.

153. Licensed Clinical Social Worker ("LCSW") shall mean Contractor staff possessing a minimum of a master's degree in Social Work and licensed by the State of Tennessee Health Professional Board of Social Workers to provide Behavioral Health therapies and diagnostic procedures.

154. Licensed Independent Mental Health Practitioner ("LIMHP") shall mean a licensed psychiatrist, Advanced Practice Nurse (APN), psychologist with health service provider designation, senior psychological examiner, licensed clinical social worker, or Licensed Professional Counselor with health service provider designation.

155. Licensed Practical Nurse ("LPN") shall mean a nurse who has completed an accredited practical nursing certificate program, then passed the National Licensure Examination (NCLEX-PN) thus credentialed to provide basic patient care, including taking blood pressure and recording vital signs.

156. Licensed Professional Counselor ("LPC") shall mean an individual who holds a master's or doctoral degree in Behavioral Health counseling, has completed three thousand (3,000) supervised clinical hours, and passed the credentialing exam.

157. Licensed Provider shall mean licensed Contractor staff, including but not limited to, LCSWs or LADACS licensed within a specialized field tasked with the provision of Behavioral Health treatment services to Inmates.

158. Likert Scale shall mean the rating scale used to measure attitudes directly. In its final form, it is a five (5) or seven (7) point scale to allow an individual to express how much they agree or disagree with a particular statement.

159. Liquidated Damages shall mean a listing of possible occurrences of contractor non-compliance with contract requirements and terms and the corresponding monetary damages the State may choose to assess as referenced in Attachment 6.6., Pro Forma Contract, Section E.7. and Attachment Four.

160. Living In Balance Curriculum shall mean the curriculum created by Hazelden Publishing that uses cognitive behavioral, experiential and Twelve-Step approaches to help clients achieve lifelong recovery.

161. Management Information System ("MIS") shall mean the information system used by the Contractor to track costs and provide data analytics associated with the delivery of Services on a statewide basis to facilitate TDOC's performance monitoring.

162. Mark H. Luttrell Correctional Center ("MLCC") shall mean the Memphis transition center where Inmates are provided the opportunity to develop social and employment skills and self-discipline to successfully re-enter society.

163. Medically Supervised Withdrawal shall mean using medications to help a patient discontinue use of illicit or prescription opioids.

164. Medication Assisted Treatment shall mean the use of methadone and buprenorphine to treat opioid Addiction, which operate to normalize brain chemistry, block the euphoric effects of opioids, relieve physiological cravings, and normalize body functions without the negative effects of the short-acting drugs of abuse.

165. Medication Orders shall mean orders written by a Contractor staff Psychiatrist (or clinical staff under the supervision of a Psychiatrist) for medication as part of an Inmate's Behavioral Health treatment.

166. Medication Policy shall mean the policy outlined in Appendix B TDOC Policy #113.71 as may be revised.

167. Medical Record shall mean the collection of patient-specific Behavioral Health information including a patient's diagnosis and proposed treatment.

168. Mental Disorder shall mean a wide range of mental health conditions, including disorders that affect mood, thinking, and behavior such as **depression, anxiety disorders, schizophrenia, eating disorders, and addictive behaviors.**

169. Mental Illness shall mean the wide range of Behavioral Health conditions including disorders, which affect an individual's mood, thinking, and behavior.

170. Modality shall mean a particular method or procedure for programming or treatment delivery.

171. Modified Therapeutic Community ("MTC") shall mean a treatment method that uses a no-shame based activity to provide peer-based support systems for program participants.

172. Monthly Operational Reports shall mean a report submitted to the State by the Contractor delineating the status of the mental health care operations occurring in the prior month. The report shall, at a minimum, provide utilization data, caseload statistics, evaluations, assessments, emergencies, staffing, grievance resolution, pharmacy utilization, case management, continuous quality improvement data, staff training and all other monthly reporting requirements delineated under the scope of services of this contract or required by TDOC policy including but not limited to TDOC Policies #113.09 and #113.80 as referenced in Appendix B. The report shall be provided on or before the fifteenth (15th) business day of each month and identify successes, potential problems, and resolutions

173. Monthly Staffing Reports shall mean reports submitted by the Contractor to the State detailing filled positions, vacant positions, and the number of days each vacant position has been vacant.

174. Morgan County Correctional Complex ("MCCX") shall mean the Wartburg facility that houses medium and maximum-security Offenders.

175. Motivational Interviewing shall mean a non-confrontational process of interviewing and interacting with an Inmate that aims to establish professional rapport and enhance an Inmate's motivation to change.

176. Multi-Handicapping Condition shall mean a diagnosis of multiple physical or mental disabilities.

177. National Commission on Correctional Health Care shall mean the organization which establishes standards for health services in correctional facilities and operates a voluntary accreditation program for institutions that meet the commission's standards.

178. National Certification Commission for Addiction Professionals ("NCCAP") Certification shall mean certification by the National Certification Commission for Addiction Professionals. https://www.naadac.org/about-the-ncc-ap

179. Non-Compliance Report ("NCR") shall mean a report issued by the Clinical Contract Monitor (CCM) to the Contractor electronically detailing any finding of non-compliance with the terms of the contract or applicable policies, citing the contract/policy sections that have been violated, the details of the violation and provides the Contractor with an opportunity to respond as referenced in Appendix B TDOC Policy #113.80 as may be revised.

180. Non-Licensed Alcohol and Drug Abuse Counselor Interns shall mean interns working under supervision to acquire mandatory hours for profession.

181. Northeast Correctional Complex ("NECX") shall mean the building facility with a close custody designation housed at the locations referenced below:
Main (Johnson County); Annex (Carter County).

182. Northwest Correctional Complex ("NWCX") shall mean the Tiptonville facility which is the primary educational prison for TDOC.

183. Nursing Protocols shall mean written instructions that guide and educate nurses in the specific steps to be taken in evaluating an Inmate's health status and providing Clinical interventions. Such protocols are directed by a physician or dentist and authorize the nurse to provide definitive treatment for minor health conditions and/or emergency care in accordance with Appendix B TDOC Policy #113.11 as may be revised.

184. Offender may mean an individual under the supervision and care of TDOC who has committed a felony and has either not yet been incarcerated, is incarcerated, or is at liberty in the community.

185. Offender Management System ("OMS") shall mean the information system of record used by the Tennessee Department of Correction to manage Offenders and document the Level of Care classification as referenced in Appendix B TDOC Policy # 113.87.

186. Opiates shall mean a subclass of opioids derived from opium, such as morphine, codeine, thebaine, etc.

187. Opioids shall mean medications that act on *opioid* receptors in both the spinal cord and brain to reduce the intensity of pain-signal perception.

188. Opioid Addiction or Opioid Use Disorder ("OUD") shall mean a chronic medical illness or disorder characterized by loss of control of opioid use, risky opioid use, impaired social functioning, tolerance, and withdrawal as defined by the DSM-5.

189. Opioid Treatment Program ("OTP") shall mean any treatment program certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) in conformance with Title 42 of the Code of Federal Regulations (C.F.R.), Part 8, to provide supervised assessment and medication assisted treatment for patients who are opioid addicted.

190. Online Sentinel Event Log ("OSEL") shall mean the electronic health services designated website for the reporting of clinical decisions necessitating mediation from the Central Office or an event significant enough to impact the daily operations of health and Inmate Behavioral Health Services within the facility, such as emergency room visits, facility infirmary admissions, direct hospital admissions, suicide watch, mental health seclusion, suicide attempts, deaths, lockdowns, equipment failure, etc. as referenced in Appendix B TDOC Policy #113.04. TDOC is currently utilizing specific software developed by the current Inmate health contractor.

191. Peer Hierarchy shall mean the Evidence-Based process providing peer support based on level of experiences.

192. Peer Interaction shall mean the Evidence-Based practice that supports the interaction between individuals of equal standing with another.

193. Peer Recovery Specialist ("PRS") shall mean Inmates with two (2) years of sobriety who have undergone rigorous screening and training. Once certified, the PRSs are equipped to provide non-Clinical support to fellow Inmates in recovery from substance abuse.

194. Peer Review shall mean the annual program by which the credentials and Clinical performance of Behavioral Health staff are reviewed by the Peer Review Committee. The Contractor's program shall be approved in writing by TDOC's Director of Behavioral Health Services. The results of all peer review actions shall be shared with the State's Peer Review subcommittee chair and Director of Behavioral Health Services as referenced in Attachment 6.6 Pro Forma Contract, Section A.19.f..

195. Peer Review Committee shall mean the State's Continuous Quality Improvement subcommittee responsible for developing written evaluation of professional competence of all Physicians, Psychologists, and dentists every two years as defined in Appendix B TDOC policy #113.09. As necessary, the committee shall review specific cases and/or patterns of professionals.

196. Peer Support shall mean Evidence-Based social support designed and delivered by people who have similarly experiences.

197. Performance Improvement Plan ("PIP") shall mean a structured document containing a plan of action to correct deficiencies.

198. Performance Measures shall mean metrics established by the State for use to measure outcomes or results as they relate to the effectiveness or efficiency of a program.

199. Performance Measurement Instruments shall mean tools used to measure outcomes or results as they relate to the effectiveness and efficiency of a program as referenced in Attachment 6.6. Pro Forma Contract, Section A.19. b.2.

200. Pharmacotherapy shall mean the treatment of disease through the administration of drugs.

201. Pharmacy shall mean the TDOC Central Pharmacy, located on the grounds of the DeBerry Special Needs Facility and where Inmate prescriptions are packaged and dispensed by the State's pharmacy contractor.

202. Pharmacy and Therapeutics Committee ("P&T Committee") shall mean the subcommittee of TDOC's Statewide CQI Committee. The P&T Committee consists of a variety of clinical professionals, including physicians, nurses, Psychiatrists, and administrators who meet regularly to identify opportunities for quality improvement, evaluate outcomes through quality indicators, and evaluate risk management processes. The duties of the P&T Committee include developing and maintaining a list of over-the-counter medications approved for availability within facility commissaries, developing and maintaining the departmental drug formulary, and reviewing the utilization and effectiveness of the pharmacy system as referenced in Appendix B TDOC Policy #113.09.

203. Pharmacological Management shall mean the management of drugs related to therapy or treatment.

204. 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.

205. 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. The awarded Contractor is responsible for compliance with all relevant TDOC policies and may not operate under its own interpretation of policy requirements. In the event that a policy expires, the Contractor will continue to operate under the stated policy requirements until a replacement policy is issued by the State and is provided to the Contractor unless otherwise notified in writing by the State.

206. Post-Assessment shall mean an assessment administered to an Inmate at the end of programming or treatment designed to evaluate the program's effect on change in the Inmate participant's cognitive, psychological functioning, and social orientation upon program completion.

207. 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.

208. Pre-Assessment shall mean an assessment designed to evaluate the Inmate participant's cognition, psychological functioning, and social orientation at intake.

209. Pre-Release Program shall mean an Institutional program allowing Inmates to complete pre-parole conditions, which may include receiving particular programming, individual or group therapy.

210. Prison Rape Elimination Act ("PREA") of 2003 shall mean Pub. L. 108-79, 117 Stat. 972. as referenced in Attachment 6.6 Pro Forma Contract, Section E.4.

211. Program Content shall mean therapeutic or treatment information shared with Inmates as part of Evidence-Based, Cognitive-Behavioral programming.

212. Programming shall mean a plan of instruction or intervention utilizing structured, Evidence-Based curriculum to address the identified needs for the Offender based on the outcome of the Validated Risk and Needs Assessment.

213. Program Services shall mean any and all services provided to Inmates as part of treatment, therapy and programming.

214. Pro-Social Leisure and Positive Recreation Outlet Planning shall mean an Evidence-Based process used to plan positive social reinforcement.

215. Pro-Social Behavior Changes shall mean Evidence-Based treatment to change behavior.

216. Protected Health Information ("PHI") shall mean any information about health status, provision of health care or payment for health care as defined under U.S. law that is created or collected by a Covered Entity or a Business Associate of a Covered Entity which can be linked to a specific individual.

217. Psychological Examiner ("PE") shall mean psychological examiner as defined in Tenn. Code Ann. Title 63, Chapter 11 and in the Rules of the Tennessee Board of Examiners in Psychology Chapter 1180-03. https://publications.tnsosfiles.com/rules/1180/1180.htm.

218. Psychologist shall mean a psychologist as defined in Tenn. Code Ann. Title 63, Chapter 11 and in the Rules of the Board of Examiners in Psychology, Chapter 1180-02 as found at https://publications.tnsosfiles.com/rules/1180/1180.htm.

219. Psychiatric Director shall mean a board-certified Psychiatrist in the State of Tennessee with experience managing psychiatric aspects of Clinical Behavioral Health operations. The Psychiatric Director shall work under the direct oversight of the Director of Behavioral Health Services and shall serve as the psychiatric liaison for the Contractor to the TDOC Medical and Behavioral Health Services Directors.

220. Psychiatric Medication shall mean medication used to treat Behavioral Health conditions.

221. Psychiatric Services shall mean the services of a medical doctor with medical training and residency, with a full understanding of the medications helpful in treating mental illness and ensuring that any prescribed drugs will not interact with other prescriptions for other health conditions.

Psychiatrist shall mean a board-certified Behavioral Health professional with specialized skills and knowledge to diagnose and treat problems ranging from emergencies to the long-term medical management of psychiatric disorders.

222. Psychological/Psychiatric Assessment and Evaluation shall mean an Evidence-Based diagnostic process conducted to determine Inmate Behavioral Health conditions and treatment needs.

223. Psychological/Psychotropic Intervention shall mean an Evidence-Based treatment process for diagnosed psychological disorders where Psychotropic Medications may be used.

224. Psychotropic Medication shall mean medication used in treatment of a medical or Behavioral Health condition.

225. Quality Improvement shall mean a systematic, formal approach to the analysis of practice performance and efforts to improve performance.

226. Quality Improvement Coordinator ("QIC") shall mean one full-time Contractor staff, located in Central Office, designated continuous quality improvement coordinator who shall be responsible with the Director of Behavioral Health Services or designee for developing and implementing a Behavioral Health Continuous Quality Improvement Program.

227. Quality Improvement Indicators shall mean data and statistics concerning quality as defined in TDOC Policy including Appendix B TDOC Policy #113.09 Sections VI G 1, 2 and 3.

228. Quality Improvement Review ("QIR") shall mean a process of internal review and evaluation to systematically and objectively assess the adequacy and appropriateness of the therapeutic care services provided to inmates who inflicted serious self-injury, had an episode of suicidal behavior, made a suicide attempt, were placed in therapeutic restraints, or died as a result of suicide or placement in therapeutic restraints.

229. Quality of Care shall mean the systematic approach to provide health care at a level determined by some measurement and assessing whether care provided is good enough and suitable for its purpose.

230. Random Drug Screens shall mean to test an individual selected randomly for drug usage without notice to advance prison facility safety and individual Inmate treatment.

231. Rational Emotive Behavioral Therapy ("REBT") shall mean Evidence-Based cognitive-behavioral therapy modality used to help Inmates change irrational beliefs and resolve emotional and behavioral problems and disturbances.

232. Recovery shall mean a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.

233. Recreation Therapists shall mean professionals responsible for providing Recreational Therapy.

234. Recreational Therapy shall mean a systematic process that utilizes recreation and other activity-based interventions to address the assessed needs of individuals with illnesses and/or disabling conditions, as a means to psychological and physical health, recovery, and well-being.

235. Reentry shall mean to return from the institution to the community at large outside of the facility.

236. Reentry Discharge Summary shall mean a summation of the official reentry plan of the Inmate thirty (30) days before the Inmate's Parole Hearing Date ("PHD") or expiration date that is compiled by the reentry specialist and reviewed by the Reentry Discharge Planning Committee as referenced in Appendix B TDOC Policy #511.06.

237. Reentry Plan shall mean a documented plan of action for returning to the community.

238. Reentry Planning shall mean the process of completing a plan of action that shall allow an Inmate to return to the community at large outside of the institution.

239. Referral shall mean to provide information to an individual that connects them to a resource or process.

240. Regional Case Manager shall mean a Contractor employee that is responsible for providing services within a given region of the State.

241. Registered Nurse ("RN") shall mean a nurse who has completed a Bachelor of Science in nursing, an associate degree in nursing, or a nursing diploma or certificate, then passed the National Licensure Examination (NCLEX RN). RNs play a management role and oversee LPNs and other healthcare aides.

242. Relapse shall mean the process in which a person with OUD who has been in remission experiences a return of symptoms or loss of remission. Release to General Population shall mean to return an incarcerated Inmate from a more restrictive unit to a common area that does not require segregation as referenced in Appendix B TDOC Policy #513.07.3.

243. Release to Parole shall mean to release an Inmate from incarceration to the community to complete sentence under supervision as referenced in Appendix B TDOC Policy #513.07.3.

244. Relapse Prevention Skills Building shall mean a program conducted to provide Inmates with substance use skills to stay sober.

245. Reintegration shall mean the process used to move an individual to a new location and to facilitate their adjustment to the new location.

246. Remission shall mean medical term meaning a disappearance of signs and symptoms of the disease. DSM-5 defines remission as present in people who previously met OUD criteria but no longer meet any OUD criteria (with the possible exception of craving).

247. Repeat Deficiencies shall mean to continue doing non-compliant activities.

248. 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 as referenced in Appendix B TDOC Policy #506.16.

249. Riverbend Maximum Security Institution ("RMSI") shall mean the Nashville TN institution which houses high-risk male offenders and all of the State's male death row Offenders.

250. Role Modeling shall mean to provide an example of positive behavior.

251. Role-Play shall mean a process use to enforce evidence-based techniques in therapy.

252. U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration ("SAMHSA") shall mean the, the agency that leads public health efforts to reduce the impact of substance abuse and mental illness on America's communities.

253. Second Chance Grant shall mean the grant of Federal monies to fund an intensive TDOC treatment program for male Inmates with a dual diagnosis of mental illness and substance abuse disorders housed at BCCX.

254. Segregation Evaluation shall mean a psychological evaluation of an Inmate being restrictively confined to an individual cell that is separate from the general Inmate population.

255. Segregation Status shall mean an inmate who has been confined to an individual cell that is separate from the general population.

256. Serious Mental Illness ("SMI") shall mean a mental, behavioral or emotional disorder resulting in serious functional impairment, which substantially interferes with or limits one or more major life activities.

257. Serious and Persistent Mental Illness ("SPMI") shall mean a variety of Behavioral Health problems which lead to tremendous disability.

258. Services shall mean interventions which provide for the detection, diagnosis, treatment and referral of Offenders with Behavioral Health problems and the provision of a supportive environment when deemed clinically necessary, as well as those services or programs that by policy, statute, or patient need necessitate Clinical intervention. Services include but may not be limited to, psychological/psychiatric Assessment and Evaluation, intake diagnosis, treatment plan development, pharmacological management, behavioral management, individual and/or group therapy, crisis management and case management.

259. Session shall mean time use to provide Evidence-Based treatment.

260. Sex Offender shall mean a person who has been convicted in TN of committing a sexual offense as defined in TCA chapter 40-39-202(20) and (30), or has another qualifying conviction as defined in 40-39-202(1) and referenced in Appendix B TDOC Policy #702.01.

261. Sex Offender Failure to Register shall mean failure to register in accordance with 18 U.S.C. § 2250 as found at https://uscode.house.gov/view.xhtml?req=(title:18%20section:2250%20edition:prelim).

262. Sex Offender Treatment Board or SOTB shall mean the division of TDOC as defined in Tenn. Code Ann. § 39-13-701 *et seq*. Further information about the board can be located via the following link: https://www.tn.gov/correction/tennessee-sex-offender-treatment-board/tsotb-documents---resources.html

263. Sex Offender Treatment Program or SOTP shall mean programs as defined in Tenn. Code Ann. § 39-13-701 *et seq.* for the evaluation, identification, treatment and continued monitoring of sex offenders who are subject to the supervision of the criminal justice system.

264. Simple Object Access Protocol ("SOAP") shall mean a format for completing an Inmate's medical records with appropriate legible entries as defined within Appendix B TDOC Policy #113.11.

265. Social Orientation shall mean an Evidence-Based process to introduce social behavior.

266. Special Education Evaluation shall mean Evidence-Based techniques to determine an individual's functioning capacity and education needs.

267. Special Populations shall mean individuals having outlying needs.

268. Specialized TDOC Treatment Unit shall mean units designed to treat outlying needs.

269. Staffing Level shall mean the identification of the ratio of staff needed to perform a task.

270. Staffing Pattern shall mean a listing of each functional area by position, with an indication of shift assignment and number of days covered, relief factors and total staffing as referenced in Attachment Five - Minimum Staffing Requirements.

271. State Behavioral Health Administrator ("BHA") shall mean a State employee who is a licensed or qualified Behavioral Health professional approved by the warden/acting warden and the Director of Behavioral Health Services to assume the responsibility of coordinating the delivery of Behavioral Health services, in accordance with TDOC Policy #113.80 as may be revised.

272. Statewide CQI Coordinator shall mean the full-time State-employed nurse who shall serve as the point of contact and has the authority and responsibility for developing and implementing the CQI Program as referenced in Appendix B TDOC Policy #113.09.

273. Statewide CQI 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 affect health care, then evaluate and recommend corrective actions for operational or Clinical management as referenced in Appendix B TDOC Policy #113.09.

274. Stock Medications shall mean medications kept on hand at the facility and used as a first dose or in the event of an emergent need until the patient can be seen by a physician. Stock medications are not prescribed for any particular individual.

275. STRONG-R (Static Risk and Offender Needs) means the State's validated RNA which makes referrals and recommendations for the type of programming an Offender needs and transfers the results through the Program Pathways onto the Offender Case Management Plan. The Offender Case Management Plan is the software within the OMS that staff utilize to confirm the referral and placement into programming. The STRONG-R will interface with the OMS, to ensure the results are housed within the State's OMS of record.

276. Substance Use Clinical Discharge Summary shall mean form CR-3713 (as may be revised), which details Substance Use treatment progress, condition or treatment complications, potential for continued use or problems, and recommendations for service continuation following release.

277. Substance Use Disorder ("SUD") is a mental disorder that affects a person's brain and behavior, leading to a person's inability to control their use of substances such as legal or illegal drugs, alcohol, or medications. Symptoms can range from moderate to severe, with Addiction being the most severe form of SUDs.

278. Substance Use Disorder Treatment Program ("SUDTP") shall mean a program created and structured to treat the medical condition in which the use or one or more substances leads to a clinically significant impairment or distress, and where the user needs alcohol or another substance to function normally as referenced in Appendix B TDOC Policy #513.07.

279. Substance Use Disorder Treatment Program Director shall mean a full-time Licensed Alcohol and Drug Abuse Counselor with a Qualified Clinical Supervisor endorsement designated by the Contractor to be the State Substance Use Disorder Treatment Program Director.

280. Summary of Non-Compliance Reports ("SNR") shall mean reports by Contract Compliance Monitors which summarize any new or unresolved Non-Compliance Reports ("NCRs"), the Contractor's response, corrective action, verification of corrective action, and TDOC management comments.

281. Supervising Psychiatrist shall mean a Contractor staff Psychiatrist who supervises unlicensed and licensed Behavioral Health professions in the provision of Behavioral Health care to Inmates.

282. Supportive Living Unit ("SLU") shall mean intermediate care mental health housing designed to serve the needs of the seriously mentally ill Inmate who is unable to live and function effectively in the general prison population due to the nature of his/her mental illness.

283. Telemedicine shall mean, notwithstanding any restriction imposed by § 56-7-1002, the use of real-time audio, video, or other electronic media and telecommunications technologies that enable interaction between the healthcare provider and the patient, or also store-and-forward telemedicine services, as defined by § 56-7-1002(a), for the purpose of diagnosis, consultation, or treatment of a patient in another location where there may be no in-person exchange as defined at Tenn. Code Ann. § 63-1-155.

284. Telepsychiatry shall mean the application of telemedicine to the specialty field of psychiatry.

285. Tennessee Department of Mental Health and Substance Abuse Services ("TDMHSAS") shall mean the agency charged with licensing and oversight of providers and facilities providing mental health and substance abuse services.

286. Tennessee Health Related Board shall mean the agency responsible for oversight of health care professionals.

287. Therapy shall mean the attempted remediation of a Behavioral Health problem, usually following a diagnosis.

288. Therapeutic Community ("TC" or "TCOM") shall mean residential treatment for substance use disorders.

289. Therapeutic Recreational Activity Services shall mean recreational activities provided in a therapeutic setting within the facility which is decorated and designed specifically to personally impact patients participating in activities prescribed as part of their therapy.

290. Time Sheet(s) shall mean paper or electronic document used to track time worked by an employee for which the employee shall be paid.

291. Tolerance shall mean the alteration of the body's responsiveness to alcohol or other drugs (including opioids) such that higher doses are required to produce the same effect achieved during initial use. See also medically supervised withdrawal.

292. Transitional Services shall mean programming, treatment and all other services provided to Inmates to prepare the Inmate for their eventual release from incarceration and return to the community.

293. Transtheoretical Model of Change Theory (Stages of Change) shall mean the model of motivators to change behavior developed by James O. Prochaska, Carlo Di Clemente and colleagues beginning in 1977 and as referenced in Attachment 6.6., Pro Forma Contract, Section A.32.g.1.g.

294. Trauma-Informed Care shall mean treatment provided to those diagnosed with trauma.

295. Treatment Modality shall mean a method used to treat a patient for a particular condition.

296. Treatment Plan is an individualized document authored by the treatment provider outlining an Inmate's Behavioral Health needs and the Inmate's recommended Behavioral Health Services.

297. Treatment Program Curricula shall mean approved processes for providing treatment.

298. Treatment and Recovery Services Coordinator shall mean Contractor staff who is a Licensed Alcohol and Drug Abuse Counselor (LADAC) with a qualified Clinical supervisor endorsement to be the Addiction treatment and recovery services coordinator.

299. Treatment Board shall mean the oversight board authorized by Tenn. Code Ann. § 39-13-702(a).

300. Treatment Improvement Protocol Series ("TIP") shall mean the SAMHSA produced series which provides science-based, best-practice guidance to the Behavioral Health field. TIPs reflect careful consideration of all relevant clinical and health services research, demonstrated experience, and implementation requirements.

301. Treatment Program Curricula shall mean approved processes for providing treatment.

302. Treatment Team shall mean a group of Institutional personnel that should include, but is not limited to, the Behavioral Health Administrator, health administrator, addiction treatment program director, unit manager, treatment counselors, Drug Testing Coordinator, Inmate jobs coordinator, Licensed Alcohol and Drug Addiction Counselor (LADAC), Associate Warden of Treatment ("AWT"), building security supervisor, and chief counselor. This team is responsible for the oversight of the substance use treatment programs at each Institution and shall meet bi-weekly to discuss participant issues and progress.

303. Unit-Based Programs shall mean services provided in the unit in which the Offender(s) is incarcerated.

304. Universal Stock List shall mean a list of psychotropic medications proposed by the Contractor to the State for Inmate Behavioral Health Services and treatment.

305. Urinalysis Testing shall mean a method of drug testing using a urine specimen to detect the presence of alcohol or drugs in an Inmate's body.

306. Validated Risk Needs Assessment ("RNA") shall mean the instrument that utilizes motivational interaction and interview techniques to collect Offender-specific information to more accurately identify crime-producing attributes of each Inmate/Offender/resident and to make more appropriate and productive recommendations for the Inmate's/Offender's/resident's level of programming. The awarded Contractor's employees will have access to the results of the RNA as referenced in Attachment 6.6., Section A.3.e. of the Pro Forma Contract.

TDOC shall refer Offenders to the Contractor for subject Programming utilizing the State's defined Case Management software based on the Offenders' individualized Validated RNA. Referrals will be prioritized based upon special conditions of the Board of Parole or a court mandate, as well as the RNA. TDOC will provide the Contractor the results of an Offender's RNA to ensure Offenders placed within the defined EBP as identified by the results of the RNA. TDOC will work with the Contractor to utilize the CR form as defined in Appendix B, TDOC Policy #513.12 for Program referrals as a back-up tool to support data collection.

307. Victim's Impact shall mean a cognitive behavioral program helping Inmates consider how their victims have been affected by the Inmate's crime/offense.

308. Victim's Stance shall mean a criminal and additive thinking pattern which states that a victim is always morally right, is not responsible or accountable for their actions, and is eternally entitled to sympathy from others.

309. Warden shall mean the executive charged with overseeing operations of a State-managed prison facility.

310. West Tennessee State Penitentiary ("WTSP") shall mean the Henning time-building facility which houses maximum, medium and minimum adult male Offenders.

311. Withdrawal shall mean the act or process of ceasing to use an addictive drug or Drug of Abuse.

312. Withdrawal Management Unit shall mean the WTSP unit where the twenty-four (24) bed Medication Assisted Treatment program will be administered.

6. Delete Pro Forma Contract Section A.32 in its entirety **and insert the following in its place** any sentence or paragraph containing revised or new text is highlighted)**:**

A.32. Substance Use Disorder Treatment.

a. The Contractor shall be responsible for recruiting, training, and supervising all counseling personnel in the delivery of substance use treatment services. The Contractor shall ensure that each Substance Use Disorder Treatment Program Director possesses the following:

1. LADAC licensure;
2. International Certification & Reciprocity Consortium-Advanced/Regular Alcohol and Other Drug Counselor ("ICRC-A/AODAC") certification; or

3. National Association of Alcohol and Drug Abuse Counselors-Certified Addiction Counselor (NCAC I, II or Master) certification. All other staff shall be licensed or working toward licensure with one (1) or more of these organizations and shall be supervised by a licensed provider until licensure is achieved.

The Contractor shall develop and implement an in-prison, comprehensive cognitive behavioral, SUD Treatment Program established on a Modified Therapeutic Community ("MTC") model for incarcerated felony drug Offenders, that requires all Inmate participants to complete within nine (9) to twelve (12) months of program admission.

b. The Contractor shall develop and implement an Intensive SUD Group Therapy Program that is Evidence-Based and that addresses Inmate's Criminogenic Needs. The Contractor shall provide Intensive Substance Use Disorder Group Therapy Programs for a minimum of one hundred fifty (150) hours and not to exceed one hundred eighty (180) hours. The Contractor shall provide the caseload ratio for each program shall as determined by the Director of Behavioral Health Services or designee.

c. The Contractor shall develop and implement a Certified Peer Recovery Specialist Program that provides peer-to- peer recovery support and services that adheres to Appendix B, TDOC Policy

#513.07.3 and provides peer-to-peer recovery support and services for Inmates seeking recovery.

d. The Contractor shall develop and implement an intervention substance use and recovery education program that is based on the foundations of recovery for individuals to learn about the harmful effects of alcohol and drug use and how living by principles of recovery leads to a healthy lifestyle. Intervention Substance Use and Recovery Education Program level of care constitutes service for individuals who are at risk of developing substance-related problems, or a service for those whom there is not yet sufficient information to document a diagnosable substance use disorder or evidence of problematic opiate use.

e. The Contractor shall provide SUD treatment programs and recovery services at the following facilities:

1. Bledsoe County Correctional Complex.

One hundred and seventy-four (174) beds, one hundred and four (104) male MTC beds, fifty (50) male protective custody co-occurring Therapeutic Community beds, and twenty (20) female Intensive SUD Group Therapy beds.

Required Contractor staffing: Two (2) LADAC and six (6) non-licensed alcohol and drug abuse counselor interns and one (1) LCSW (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

2. Lois M. DeBerry Special Needs Facility.

Fifteen (15) Beds and fifteen (15) male Intensive SUD Group Therapy beds.

Required Contractor staffing: One (1) LADAC (full-time position or the equivalent working standard week of thirty-seven and one half (37.5) hours (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

3. Morgan County Correctional Complex.

One hundred and nineteen (119) beds, one hundred and four (104) MTC beds, and fifteen (15) Intensive SUD Group Therapy beds.

Required Contractor staffing: Two (2) LADAC and six (6) non-licensed alcohol and drug abuse counselor interns (full-time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

4. Mark L. Luttrell Correctional Complex.

Twenty (20) beds and twenty (20) Intensive SUD Group Therapy beds.

Required Contractor staffing: One (1) LADAC (full-time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

5. Northeast Correctional Complex.

Forty (40) beds, twenty (20) Intensive SUD Group Therapy Main Compound beds and twenty (20) SUD Group Therapy beds in the Carter County Annex Transition Center.

Required Contractor staffing: One (1) LADAC and three (3) non-licensed alcohol and drug abuse counselor intern (full time position or the equivalent working standard week of thirty-seven and one half (37.5) hours).

6. Northwest Correctional Complex.

One hundred and ninety-six (196) beds, one hundred and sixty-one (161) MTC beds, fifteen (15) Intensive SUD Group Therapy beds and twenty (20) SUD Group Therapy beds in the veterans unit.

Required Contractor staffing: Two (2) LADACs and seven (7) non-licensed alcohol and drug abuse counselor interns (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

7. Riverbend Maximum Security Institution.

Twenty (20) beds and twenty (20) Intensive SUD Group Therapy beds.

Required Contractor staffing: One (1) LADAC (full time position or the equivalent working standard week of thirty-seven and one half (37.5) hours).

8. Debra K Johnson Rehabilitation Center.

Ninety-four (94) beds, sixty-four (64) MTC beds, and thirty (30) Intensive SUD Group Therapy beds.

Required Contractor staffing: One (1) LADAC and five (5) non-licensed alcohol and drug abuse counselor intern (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

9. Turney Center Industrial Prison Complex (TCIX Annex 2-Wayne County, Clifton Tennessee)

One hundred and seventy-five (175) beds, eighty (80) MTC beds, fifteen (15) Intensive SUD Group Therapy beds, fifty (50) parole technical violator program Intensive SUD Group Therapy beds, fifteen (15) probation technical violator program Intensive SUD Group Therapy, and fifteen (15) Boot Camp Intensive SUD Group Therapy.

Required Contractor staffing: Three (3) LADACs and eight (8) non-licensed alcohol and drug abuse counselor interns (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

10. Women's Therapeutic Residential Center West Tennessee State Prison Site I

One hundred and forty-three (143) beds, one hundred and twenty-eight (128) MTC beds, and fifteen (15) Intensive SUD Group Therapy beds.

Required Contractor staffing: Two (2) LADAC and ten (10) non-licensed alcohol and drug abuse counselor interns (full time positions or their equivalents working standard week of thirty-seven and one half (37.5) hours).

11. Men's Residential Center West Tennessee State Prison Site 2

Five hundred and twelve (512) beds, one hundred and twenty-eight (128) MTC beds, three hundred and eighty-four (384) Intensive SUD Group Therapy beds, interventions, Aftercare, family reunification, and peer recovery services.

Required Contractor staffing: Two (2) LADACs and nine (9) non-licensed alcohol and drug abuse counselor interns, one (1) program administrator, and (1) counselor with a master's degree (full time positions or their equivalents working standard week of thirty- seven and one half (37.5) hours).

g. The Contractor shall design and implement a treatment program consistent with the staffing requirements including documenting requirements in accordance with Appendix B TDOC Policy # 513.07.1 that includes the following treatment elements:

1) Classic Cognitive-Based Modified Therapeutic Community Structure:

a) Screening and Assessment;
b) Pre-testing designed to evaluate the Inmate participant's cognition, psychological functioning, and social orientation at intake;
c) Post-testing designed to evaluate the program's effect on change in the Inmate participant's cognitive, psychological functioning, and social orientation upon program completion;
d) TC roles and job functions;
e) Cognitive-Based Curriculum including one (1) or a combination of the following:
    i. Cognitive Behavioral Therapy (CBT)
    ii. Rational Emotive Therapy (RET)
    iii. Rational Emotive Behavioral Therapy (REBT)
f) Utilization of Motivational Interviewing skills set;
g) Utilization of Transtheoretical Model of Change Theory (Stages of Change) skills set;
h) Program rules that govern TC participation;
i) Modified Therapeutic Community dynamics including but not limited to: push-ups, pull-ups, mentor system, role modeling, awareness sessions, accountability process, peer support/interaction, peer hierarchy, learning experiences, etc.;
j) Program incentives to recognizes pro-social behavior changes;
k) Community meetings;
l) Integrity/Accountability Group;
m) Cognitive Restructuring and Conflict Resolution/Anger Management
n) Problem solving training;
o) Identifying anti-social and reinforcing pro-social thinking patterns;
    i. criminal thinking errors
    ii. rational thinking errors
p) Substance use treatment;
q) In-House Mentoring Program;
r) Individual Counseling and Group Therapy;
s) Victim Impact;
t) Job Readiness;
u) Re-entry Planning;
v) Drug Testing in collaboration with TDOC; and
w) On-site Aftercare once a week for participants who complete programming and are released back to the general prison population.
x) Communication between the Clinical treatment staff, substance use program managers, Behavioral Health Administrators, and medical administrators, classification, and the Institutional Parole Officer.

h. The Contractor shall provide programming with female Offenders that shall include all of the treatment elements as well as, but not limited to, the items listed below:

1) Children and families;
2) Trauma;
3) Orientation to co-occurring disorders;
4) Victim's Stance Issues/Violence Prevention; and
5) Establishing a safe environment for counseling.

i. The Contractor shall design and implement a medium intensive SUD Group Therapy Treatment Program that includes the following treatment elements:

1) SUD individual and group counseling;
2) Cognitive Behavioral Therapy;
3) Criminal Thinking Error Awareness;
4) Individual Counseling;
5) Relapse Prevention Skills Building;
6) Victim Impact;
7) Re-entry Planning; and
8) Anger Management.

j. The Contractor shall provide SUD Treatment Services for a minimum of two thousand, one hundred and eighteen (2,118) beds for SUD MTC, intervention substance use and recovery education, and Intensive SUD Group Therapy on an annual basis. The Contractor shall provide all treatment services shall be conducted in accordance with Appendix B TDOC Policy Series #513.07, as may be revised. The Contractor shall conform to all applicable federal, state and local laws, court decisions, court orders, consent agreements, and TDOC policies. Prior to implementation of every required program, the Contractor shall submit the proposed program to the Director of Behavioral Health Services or designee for approval. The Contractor's SUD MTC Treatment Program shall include the following phases and associated treatment components.

1. Phase I (Orientation and Identifying Anti-Social Thinking Patterns) - During this phase of treatment, the Contractor shall ensure Inmate MTC participants know the rules and regulations of the MTC. The Contractor shall develop an individualized master treatment plan within the first thirty (30) days upon entry into the program that is structured as detailed herein and should last a minimum of ninety (90) days. The Contractor shall ensure that each participant is involved in, at a minimum, fifteen (15) hours of therapeutic activities per week. During Phase I, the Contractor shall develop a therapeutic relationship with program participants that motivates them to identify their anti-social actions and help them come to a personal decision that their behaviors need to change. The Contractor may divide therapeutic activities between Getting Motivated to Change, Cognitive Behavioral Therapy sessions designed to identify and address anti-social thinking patterns, cognitive behavioral drug treatment, MTC related journal work groups, parenting classes, and in-prison community service-work.

2. Phase II (Main Treatment: Substance Use Counseling and Pro-Social Skill Development) - that the Contractor shall ensure that each participant is involved in a minimum of fifteen (15) fifteen hours (minimum) of therapeutic activities per week. The Contractor shall ensure that participants in Phase II understand the anti-social aspects of their past behavior and have made the personal decision to change those behaviors.

   Contractor staff shall provide the following activities to participants as part of group or individual therapy:

   a. Cognitive Behavioral drug treatment through journaling, modeling and role plays
   b. Individual Counseling
   c. Cognitive Behavioral Therapy in group counseling dealing with rational thinking errors;
   d. MTC related groups, community service work, parenting and family skills;
   e. Victim's Impact;
   f. Victim's Stance (for women);
   g. Anger Management; and
   h. Healthy lifestyle classes.

   The Contractor shall ensure that Phase II is conducted for a period of three (3) to six (6) months, based on each participant's progress.

3. Phase III (Transition, Reintegration, Relapse Prevention and Giving Back).

   The Contractor shall provide Phase III of the treatment program for a period of two (2) to four (4) months. During this phase, the Contractor shall ensure that each program participant develops a Re-entry Plan as specified in Appendix B TDOC Policy #513.07, as may be revised, within thirty (30) days of discharge from the program. The Contractor shall ensure that Re-entry Plans have specific goals, specific steps to reach the goals, and specific time frames for completion of goals for all aspects of the participant's Re-entry (i.e., identification, family/spousal relationships, transportation, housing, employment, etc.). The Contractor shall ensure that each participant receives at a minimum, nine (9) hours of documented therapeutic activities per week. The Contractor shall provide programming and therapy services that include a combination of the following: relapse prevention, cognitive behavioral group counseling dealing with criminal thinking errors, pro-social leisure and positive recreational outlets, employment readiness, and introduction to twelve step fellowship meetings (non-mandatory). The Contractor shall ensure that program participants are referred to the pre-release program as detailed in Appendix B TDOC Policy #702.30 for ancillary community services prior to their release from the institution, if appropriate.

4. Certified Peer Recovery Specialist - Additionally, the Contractor shall ensure that all facilities implement a CPRS Program. The Contractor shall ensure that the CPRS provides the following supportive services:

   a. Facilitate support groups;
   b. Respond to crises until a licensed Behavioral Health or substance use professional arrives;
   c. Assist in discharge planning; and
   d. Provide recovery education to a recovering Inmate.

   After the selection of potential candidates, TDOC and the TDMHSAS will vet applicants for meeting position requirements. The Contractor shall ensure that all CPRS candidates meet, at a minimum, the following qualifications:

   i. Be in recovery from a diagnosed substance use disorder or co-occurring disorder of substance abuse and mental illness.
   ii. Demonstrate stable functioning in a general population unit.
   iii. Have a minimum of twenty-four (24) consecutive months of documented sobriety.
   iv. Have a High School Diploma or High School Equivalency Diploma (e.g. GED or HISET).
   v. No Class C disciplinary action(s) within six (6) months before application submission.
   vi. No Class A or B disciplinary action(s) within (6) months before application submission.
   vii. Minimum custody level or below.
   viii. Completion of forty (40) hours of state certified peer support training; and
   ix. After the PRS successfully passes the forty (40) hours required training, the Behavioral Health Professional shall document the PRS hours and report to the Director of Addiction Treatment and Recovery Services or designee when the PRS reaches seventy-five (75) hours of experience.

   After a CPRS receives certification, the Contractor shall ensure that CPRS must complete ten (10) hours of continuing education annually and be in good standing to maintain the credential.

5. Aftercare – The Contractor shall provide Aftercare in three (3) different components, based on how the individual is released upon completion of the program, as follows:

   a) Released to General Population – Participants returned to general population shall have the option to receive a continuing care program that shall provide weekly substance use Aftercare for up to six (6) months after successfully completing

Therapeutic Community or Outpatient Group Therapy, where resources permit and approval is granted by the Warden/Superintendent.

b) Released to Parole – Each institution has an Institutional Parole Officer ("IPO") provided by TDOC. Treatment staff shall provide a Substance Use Clinical Discharge Summary (Form CR-3713 as found in TDOC Policy 113.81 and as referenced in Appendix B) to the IPO pertaining to any continued services recommended for individuals being released. Additionally, each community supervision office has a Forensic Social Worker ("FSW"), who shall assist in obtaining services for all participants released on parole.

c) Expired Sentence – Although participants cannot be required to attend services from community providers, individualized recommendations and referrals shall be given to each participant. Participants shall be strongly encouraged to attend, as a part of the Substance Use Treatment Transition Accountability Plan, CR-4153 as found in TDOC Policy 513.07 and as detailed in Exhibit B. Each facility shall constantly work to develop relationships with local providers.

k. The Contractor shall design and implement an intervention substance use and recovery education program. While in this program, participants shall explore and address problems or risk factors that appear to be related to substance use and help the participant identify the harmful consequences of high-risk substance use and addictive behaviors. When participants' treatment needs are identified, the Contractor's employees or subcontractors shall refer to the appropriate continuum of care of treatment or recovery services. The Contractor shall ensure that the intervention substance use and recovery education program includes the following elements:

i. Substance use groups for education, counseling and assessment;
ii. Relapse prevention skills;
iii. Decision making skills;
iv. Goal setting;
v. Dangers of high risk behavior; and
vi. Development of support services.

l. The Contractor shall, at the direction of the Director of Behavioral Health Services or designee, develop clear, distinct, and documented criteria for movement from Phase I through Phase III, including both quantitative work required in each phase as well as qualitative goals that are evaluated by the treatment team.

m. In providing substance use disorder treatment, the Contractor shall implement the following protocols:

1. The Contractor shall use the TDOC Substance Use Behavioral Program Intake and Interpretive Summary Form (CR-3720) as found in Appendix B TDOC Policy Series # 513.07 as well as a pre and post-test process, to evaluate criminal thinking, psychological functioning, and social desirability in order to assess participants' needs and facilitate treatment plan development. All pre and post test evaluations shall be approved by the Director of Behavioral Health or designee prior to release.

2. The Contractor shall address the following issues when developing the treatment plan: Addiction severity, drug use, personal motivation for change, Criminogenic Needs, and other relevant social and health related information. The Contractor shall provide to all program participants an individualized treatment plan within thirty (30) days of being admitted to the treatment program. The Substance Use Disorder Individual Treatment Plan, CR-3753 as found in TDOC Policy 113-81 as detailed in Appendix B and as may be revised, at minimum, shall be reviewed and revised by the treatment counselor and the Addiction treatment program director every three (3) months or as often as needed.

3. The Contractor shall conduct a follow-up assessment within four (4) weeks of program release on each program participant to measure change over time. The Assessment

Instruments to be used must be approved by the State's Director of Behavioral Health Services or designee.

4. The Contractor shall be responsible for providing all approved daily treatment and programming activities within the TC. The Contractor shall provide therapeutic activities at least five (5) days per week, except on approved State holidays, and shall provide TC related community processes seven (7) days per week, regardless of State holidays.

5. The Contractor shall provide treatment programming designed for the gender of the Offender being treated and shall focus on areas such as, but not limited to, the disease concept of Addiction, rational thinking skills, criminal thinking errors, guilt/shame, wellness, sexually transmitted diseases, anger/domestic violence, abuse, co-dependency, responsibility, fulfillment and self-actualization, dysfunctional relationships, pro-social peer relations, family/marital relationships, self-image parenting, leisure time planning, spirituality, nutrition, victims' awareness, and pro-social decision making.

6. The Contractor shall identify when, and how, the Contractor will implement Group Therapy so that all participants are able to contribute and receive an equal opportunity to benefit from treatment.

7. The Contractor shall provide Cognitive Restructuring, including classroom instruction on thinking errors, criminal behavior problem identification, drugs use, its effects, and consequences of continued use.

8. The Contractor shall offer programming that includes Cognitive-Behavioral Skills Development. Programming shall be designed to meet the participants' specific Criminogenic Needs.

9. The Contractor shall encourage and incorporate into the treatment program an in-house peer support system and role modeling.

10. The Contractor shall provide opportunities for program participants to be involved with weekly structured mutual-help group meetings.

11. The Contractor shall also offer weekly follow-up or Aftercare sessions to provide support for program graduates.

12. The Contractor shall provide programming which meets the unique needs and concerns of racial or ethnic minority individuals, including such factors as cultural orientations, beliefs, and value systems relevant to the population served.

13. The Contractor shall provide a discharge summary for all participants seven (7) days prior to release or termination from the program.

n. The Contractor shall use Urinalysis testing as part of the treatment program as a tool for monitoring program Compliance and to identify problems. The Contractor shall provide the following services and shall conform to the following standards:

1. All program-related drug screens shall be conducted in accordance with Appendix B TDOC Policies #506.21 and #513.07 as may be revised.

2. All program participants shall receive an initial drug screen, random screens, as well as exits screens through the treatment program. All positive screens shall be confirmed through the use of a second methodology.

3. Any program participant that fails a screen beyond the first thirty (30) days in the program shall be subject to serious sanctions, which could result in immediate dismissal and a Class A disciplinary for refusal to participate.

4. All drug testing shall be paid for by the Tennessee Department of Correction.

5. The Contractor shall comply with the Appendix B TDOC Policy #506.21, as may be revised, regarding urinalysis testing, chain of custody and sanctions for positive drug screens.

7. Delete Pro Forma Contract Section A.36. Employee Transition Process in its entirety **and insert the following in its place** any sentence or paragraph containing revised or new text is highlighted**):**

A.37. Employee Transition Process.

The Contractor shall offer the state employees referenced in Attachment Ten, who meet the professional qualifications referenced in Attachment Five – Minimum Staffing Requirements, positions as Contractor employees. The Contractor shall offer state employees at least one hundred twenty percent (120%) of employees' current base salary. The Contractor shall also provide benefits no less than those offered in its standard employee benefits package.

a. State employees who remain with TDOC shall continue to provide Behavioral Health services within the scope of services delineated in the Contract, excluding. the positions identified in Attachment Ten. The Contractor shall assume responsibility for staffing the appropriate position in the Staffing Plan in Attachment Five. The TDOC Director of Behavioral Health Services and/or designee shall provide supervision and participate in the annual evaluation process of these individuals.

b. Upon award of the Contract all vacant Behavioral Health state positions shall be designated contract positions by the State. Any state position that is vacated for any reason shall be designated as a contract position immediately.

8. Delete Pro Forma Contract Section A.37 Warranty in its entirety **and insert the following in its place** any sentence or paragraph containing revised or new text is highlighted**):**

A.38. 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 generally 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.

9. Delete Pro Forma Contract Section A.38 Inspection and Acceptance in its entirety **and insert the following in its place** any sentence or paragraph containing revised or new text is highlighted**):**

A.39. 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.

10. Delete Pro Forma Contract Section E.5. in its entirety **and insert the following in its place** any sentence or paragraph containing revised or new text is highlighted)**:**

E. 5. 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 Two. 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. The Contractor must meet this performance bond requirement by providing the State a performance bond covering the Contract amount for the first twelve (12) calendar months of the Contract, and thereafter, a new or re-issued performance bond in the Contract amount for each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.) 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.

11. **Add the following as RFP Attachment 13 and renumber any subsequent sections as necessary:**

The Minimum Staffing Requirements (Staffing Pattern) for the current contract as referenced in the State's Response to Question 15 is being added as Attachment 13.

12. Delete RFP Attachment Five, in its entirety and replace with the Revised RFP Attachment Five. As originally printed in the RFP as issued, Attachment Five is being revised to the change the MH Caseload to read BH Caseload and the title of the Mental Health Administrator (MHA) to Behavioral Health Administrator (BHA).

13. Add the following as RFP Attachment 14 and renumber any subsequent sections as necessary:

The LOC statistics as referenced in the State's Response to Question 50 is being added as Attachment 14.

14. Add the following as RFP Attachment 15 and renumber any subsequent sections as necessary:

The document titled Corizon Annual Report 2019 as referenced in the State's Response to Question 50 is being added as Attachment 15.

15. Add the following as RFP Attachment 16 and renumber any subsequent sections as necessary:

The document titled BH Narratives and Statistical Reports for April, September and October 2021 as referenced in the State's Response to Question 50 are being added as Attachment 16.

16. Add the following as RFP Attachment 17 and renumber any subsequent sections as necessary:

The document titled Psychotropic Medications as referenced in the State's Response to question 39 is being added as Attachment 17.

17. Add the following as RFP Attachment 18 and renumber any subsequent sections as necessary:

The document titled Matrix and Vacancy Reports as referenced in the State's Response to Question 16 is being added as Attachment 18.

18. Delete Pro Forma Contract Section A.29 in its entirety **and insert the following in its place** any sentence or paragraph containing revised or new text is highlighted)**:**

A.29. Northwest Correctional Complex (NWCX) and Debra K. Johnson Rehabilitation Center (DJRC) Special Education Programs.

The Contractor shall:

a. Upon request of the TDOC Director of Behavioral Health Services, administer appropriate evaluations for eligible Inmates to determine learning disability, intellectual disability, emotionally disturbed, Attention Deficit Disorder ("ADD"), or multi-handicapping conditions.
b. Provide all Behavioral Health services on-site at state prison Facilities. The State reserves the right, at its sole discretion, to designate a new program location. ~~The Contractor shall ensure that services are provided within thirty calendar (30) days of the initial request~~. The Contractor must **begin** to provide Special Education programming ~~must be provided~~ no later than within fifteen (15) calendar days of the initial request, so that the State does not miss the thirty (30) day deadline specified by the Tennessee Department of Education.
c. The Contractor shall write an integrated psychosocial report with eligibility documentation. The report shall be sufficient in scope to develop and write an IEP.
d. The Contractor shall provide individual and group meetings, as requested by the State. The Contractor shall attend IEP meetings as requested.

19. Delete RFP Section 1.10. in its entirety and **insert the following in its place** any sentence or paragraph containing revised or new text is highlighted)**:**

1.10 The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to the maximum liability of the contract awarded through this procurement and said amount shall not be reduced at any time during the period of the contract. The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., Pro Forma Contract, Attachment Two, Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events. After contract award, the successful Respondent must meet this performance bond requirement by providing the State a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.) The successful Respondent must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter. The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a performance bond as required by RFP Section 2, Schedule of Events, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued performance bond, shall entitle the State to exercise any and all rights it has in law or in equity.

20. Delete RFP Attachment 6.4 References Questionnaire in its entirety and insert the following in its place any sentence or paragraph containing revised or new text is highlighted)**:**

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment should be completed by all individuals offering a reference for the Respondent.

~~The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.~~

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.

(b) Send a reference questionnaire and new, standard #10 envelope to each reference.

(c) Instruct the reference to:

  (i) complete the reference questionnaire;

  (ii) sign and date the completed reference questionnaire;

  (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;

  (iv) sign his or her name in ink across the sealed portion of the envelope; and

  (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).

(d) Do NOT open the sealed references upon receipt.

(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.

(b) E-mail a reference questionnaire to each reference.

(c) Instruct the reference to:

  (i) complete the reference questionnaire;

  (ii) sign and date the completed reference questionnaire;

  (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # **32901-31266**".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.
- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.

The State is under no obligation to clarify any reference information.

RFP # 32901-31266 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;

Physical:

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail:

- e-mail the completed questionnaire to:
  Nicholas Edwards, Nicholas.Edwards@tn.gov

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(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

~~**(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**~~

~~*Please respond by circling the appropriate number on the scale below.*~~

~~1 2 3 4 5~~

~~least satisfied~~ ~~most satisfied~~

~~RFP # 32901-31266 REFERENCE QUESTIONNAIRE — PAGE 2~~

~~If you circled 3 or less above, what could the reference subject have done to improve that rating?~~

~~(5)~~(4) **If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

~~(6)~~(5) **If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

~~(7)~~(6) **How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**

~~(8) In what areas of goods or service delivery does/did the reference subject excel?~~

~~(9) In what areas of goods or service delivery does/did the reference subject fall short?~~

~~(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?~~

~~*Please respond by circling the appropriate number on the scale below.*~~

~~1 2 3 4 5~~

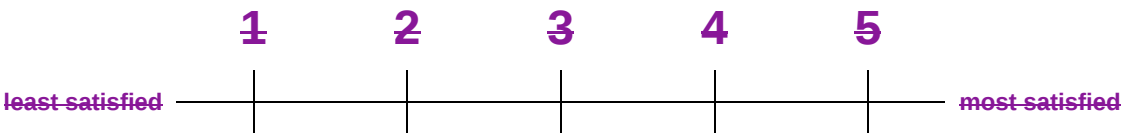
~~least satisfied~~ ~~most satisfied~~

What, if any, comments do you have regarding the score selected above?

RFP # 32901-31266 REFERENCE QUESTIONNAIRE — PAGE 3

(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

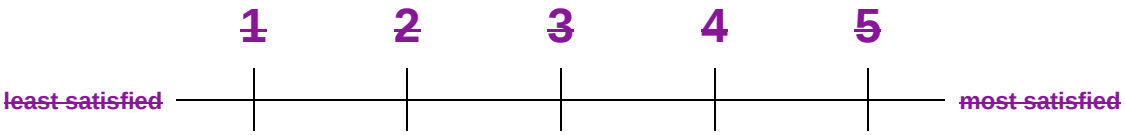
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

21. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.