



STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

**REQUEST FOR PROPOSALS # 32901-31230
AMENDMENT # 14
FOR INMATE HEALTH SERVICES**

DATE: May 19, 2017

RFP # 32901-31230 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	Updated/Confirmed
1. RFP Issued		Sept. 19, 2016	Confirmed
2. Disability Accommodation Request Deadline	2:00 p.m.	Sept. 22, 2016	Confirmed
3. Notice of Intent to Respond Deadline	2:00 p.m.	Sept. 28, 2016	Confirmed
4. Written "Questions & Comments" Deadline	2:00 p.m.	Oct. 12, 2016	Confirmed
5. State Response to Written "Questions & Comments"		March 29, 2017	Confirmed
6. Deadline for Vendor questions precipitated by PFC revisions		April 5, 2017	Confirmed
7. Tennessee Prison for Women (TPW) Site Tour	9:00 a.m. – 10:00 a.m.	April 24, 2017	Confirmed
8. Riverbend Maximum Security Institution (RMSI) Site Tour	9:00 a.m. – 11:30 a.m.	April 25, 2017	Confirmed
9. Lois M. DeBerry Special Needs Facility (DSNF) Site Tour	12:30 p.m. – 2:00 p.m.	April 25, 2017	Confirmed
10. State Response to additional vendor questions		May 19, 2017	Updated
11. Response Deadline	2:00 p.m.	June 19, 2017	Confirmed
12. State Completion of Technical Response Evaluations		June 30, 2017	Confirmed

13. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 3, 2017	Confirmed
10. Negotiations (Optional)	4:30 p.m.	July 3-19, 2017	Confirmed
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 27, 2017	Confirmed
12. End of Open File Period		August 3, 2017	Confirmed
13. State sends contract to Contractor for signature		August 4, 2017	Confirmed
14. Contractor Signature Deadline	2:00 p.m.	August 7, 2017	Confirmed
15. Performance Bond Deadline		August 24, 2017	Confirmed
16. Contract Start Date		September 1, 2017	Confirmed

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.

QUESTION / COMMENT	STATE RESPONSE
<p>1 Amendment 9 Pro Forma Contract Pg. 15 A.3.a.5. General Requirements</p> <p>The Pro Forma Contract notes that any staffing additions or reductions shall be based upon 120% of the rates included in Attachment 5 Medical Positions Release 2. Attachment 5 does not include all facilities (TCIX, RMSI & TFPW), nor are all titles from the minimum staffing identified in Attachment 4 Staffing Pattern Release 2 included for all facilities in Attachment 5. Please clarify how TDOC intends to adjust reimbursement for staffing additions/reductions in the event base rates are not identified via Attachment 5 for any given facility/position.</p>	<p>All known changes to base salary have been shared by the State prior to proposals being submitted. Changes occurring after the close of the RFP will be adjusted on the invoices until the contract can be amended.</p>
<p>2 Amendment 9 Pro Forma Contract Pg. 40 Oncology</p> <p>Are DSNF and TFPW currently licensed/certified to provide chemotherapy</p>	<p>No. DSNF and TFPW are not currently certified. No certification is necessary.</p>

QUESTION / COMMENT	STATE RESPONSE
or will this need to be obtained?	
<p>3 Amendment 9 Pro Forma Contract Pg.43 Contract Management A.15.b.</p> <p>Is this Contractor Medical Director in addition to the Regional Medical Director for the vendor?</p>	<p>They may be one and the same. If the two positions are separate in the vendor's hierarchy, that would be a determination of the vendor. As stipulated by the contract, the Contractor's Medical Director must be physically located in the State of Tennessee.</p>
<p>4 Amendment 9 Pro Forma Contract Pg. 43 Contract Management A.15.c.</p> <p>Will the TDOC allow the vendor to shift the oversight of nursing orientation and training program from the CQI Coordinator to the Statewide Health Educator?</p>	<p>The vendor may propose such a change for consideration by the State.</p>
<p>5 Amendment 9 Pro Forma Contract Pg. 43 Contract Management A.15.</p> <p>Is there a staffing matrix to include all regional positions?</p>	<p>The incumbent vendor has designated regional positions (which were not defined by the State) to ensure the success of the contract. A vendor may elect to designate regional positions.</p>
<p>6 Amendment 9 Pro Forma Contract Pg. 48 A.17.b.</p> <p>This section, as well as many others, indicates Contractor responsibility for PC “preventative maintenance, servicing, and repair.” However, the RFP also states that the State will image the PCs, use State sanctioned security software, and that no remote access to the PCs will be allowed. Is it correct to interpret this as the Contractor is only responsible for the upkeep of PC hardware, and is not responsible for PC: OS install, encryption, software patching, security software, adherence to the Tennessee Enterprise Information Security Policy, or the support of the OS and its functions in any way?</p>	<p>It is correct that TDOC will be responsible for OS install, hard disk encryption, software patching, and virus software. If the computer fails to function, TDOC will re-image the machine. However, if the problem is a hardware issue, the Contractor would be responsible for repair or replacement. This does not relieve the contractor from following the Tennessee Enterprise Information Security Policy, nor does encrypting the hard disk relieve the contractor from being responsible for encryption of data after it leaves the machine.</p>
<p>7 Amendment 9 Pro Forma Contract Pg. 48 A.17.b.</p> <p>What license will be used for the OS during the State PC imaging process and who is</p>	<p>It is the TDOC's intent to use the OEM OS license. However, the contractor will need to provide Office license, assuming it is needed.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>providing it? Will the State use the OEM OS license?</p>	
<p>8 Amendment 9 Pro Forma Contract Pg. 58 C.1. Maximum Liability</p> <p>Please clarify how the amount of the “maximum liability” will be computed. Is this the three-year contract total estimated expenditures, or will this number include the two one-year renewal options as well?</p>	<p>The proposer is asked to propose costs for five years, which would include the two possible one-year renewals. The five-year total would make up the maximum liability.</p>
<p>9 Amendment 9 Pro Forma Contract Pg. 58 C.3.b. Payment Methodology</p> <p>Attachment 12 includes notes that the average daily population (ADP) for purposes of the RFP is total TDOC ADP, less the ADP at the four private facilities. The language in C.3.b appears to mirror this assumption, which is different from the historical contracting relationship. Should the bidders assume the populations from the private facilities are excluded?</p>	<p>Yes. This is not a new requirement. The contractor operating the private facilities is required to provide services for that population as outlined in ProForma Contract section A.8.e.</p>
<p>10 Amendment 9 Pro Forma Contract Pg. 58 C.3.b. Payment Methodology</p> <p>The Pro Forma Contract notes that the blended per diem will be recalculated if the operating capacities are increased. Will TDOC also allow a recomputed blended per diem when operating capacities are decreased?</p>	<p>Yes. Please see RFP Attachment 6.3. Cost Proposal & Scoring Guide and RFP Attachment 6.3.1. Release #3. In addition, ProForma Contract C.3.b. has been revised.</p>
<p>11 Amendment 9 Pro Forma Contract Pg. 77 E.24.</p> <p>If the State is imaging the PCs and is providing the Contractor no administrative or remote access to the PCs post-image, how would a Contractor encrypt the PCs? Are we to interpret that PC level encryption and key management are the State’s responsibility?</p>	<p>TDOC will utilize Bitlocker to encrypt the hard drive.</p>
<p>12 Amendment 9 Pro Forma Contract Pg. 84 E.43.c.</p>	<p>The State has a contract with Dynetics, and would be comfortable with them performing these services.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Would the State allow a mutually agreed upon 3rd party to define the risk rating of vulnerabilities via industry standard practices?</p>	
<p>13 Amendment 9 Q4 Pg. 2</p> <p>Q#4 notes that sick call services are required seven days per week. Does the revised staffing plan (Attachment 4) include appropriate nursing coverage to meet this new contractual requirement?</p>	<p>Nurses are required to be present 24 hours a day, 7 days a week. The vendor must provide sufficient nursing coverage to meet all contractual requirements including sick call.</p>
<p>14 Amendment 9 Q4 Pg. 3</p> <p>Q#13 notes that the State will cap HCV for the vendor's risk. Please confirm that the \$4.0 million cap represents the 50% of the total cost that the State will charge to the vendor, noting that total treatments expect to be \$8.0 million annually?</p>	<p>The contract cap for the vendor should be \$2 Million. The maximum for combined State and vendor expense is \$4 Million</p>
<p>15 Amendment 9 Q13 Pg. 3 and Pro Forma Contract C.3.c Payment Methodology 3 Pg. 58</p> <p>Q#13 states that the vendor's liability for HCV medications is limited to \$4 million annually. The Pro Forma Contract states that the \$4 million limit applies to medications for both HIV and HCV. Please confirm that the \$4 million limit covers both HIV and HCV medications.</p>	<p>The \$4 million limit covers HCV medications only.</p>
<p>16 Amendment 9 Q16 Pg. 4</p> <p>Q#16 notes a significant change in the payback/credits the State has assessed in FY2017. Please describe what has changed with services creating a substantial reduction in this amount. Has there been a contractual change in the terms? Has the vendor significantly increased the amount of hours provided?</p>	<p>There has been no contractual change in terms. The original response only reflected \$132,681.44 for July 2016. The updated response reflects all amounts as of late April for FY 17, including July 2016. As of late April, the figure was \$1,069,168.22.</p>
<p>17 Amendment 9 Q26 Pg. 5</p> <p>Please provide the current vendor vacancies as compared to the required staffing in the</p>	<p>The requested data is being added to the RFP as Attachment 6.14. as outlined in item 6 above.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>vendor contract, excluding any reference to state vacant positions.</p>	
<p>18 Amendment 9 Q30 Pg. 6</p> <p>The question references that Attachment 5 includes pay rates for the current vendor's employees. Please confirm that Attachment 5 only provides information on the pay rates for State employees and vacant State positions.</p>	<p>Attachment 5 only provides information on State employees and vacant State positions.</p>
<p>19 Amendment 9 Q35 Pg. 6 and Attachment 6.12.</p> <p>The State has provided an equipment listing for each facility. Only TPFW, MCCX, DSNF, NECX, NWCX & MLCC have listed equipment which is designated as non-State-owned. Should bidders assume the listing for all other facilities are entirely owned by the State?</p>	<p>TCIX – No. The copy machine is leased and does not belong to the State. The Digital X-Ray Processor is owned by Quality Mobile X-Ray.</p> <p>WTSP – No. The lab centrifuge is not owned by the State.</p> <p>WTRC (housed at WTSP Site 1) – Yes. All equipment belongs to the State.</p> <p>DSNF – Yes. All equipment belongs to the State.</p> <p>BCCX – Yes. All equipment belongs to the State.</p>
<p>20 Amendment 9 Q35 Pg. 66 and Attachment 6.12.</p> <p>Please confirm that equipment listed as owned by someone other than the State will be removed by the current vendor(s) and will not be available for the new contractor's use.</p>	<p>The State cannot confirm the vendor's supposition. Determination of equipment removal would be the result of conversations between the incumbent and the best evaluated proposer.</p>
<p>21 Amendment 9 Q65 Pg. 12</p> <p>For all positions (currently filled or vacant) on Attachment 5, please confirm that these FTEs are already included within the FTE totals on the revised Attachment 4 staffing plan.</p>	<p>The FTEs on the staffing pattern are what the Contractor is required to provide, and does not include State employee FTEs. Attachment 5 lists the employees eligible for employment offers by the Contractor, with the exception of positions to DSNF. DSNF positions must be covered by the Contractor, and current employees will have to receive offers to facilitate the transition to a Contractor-operated facility.</p>
<p>22 Amendment 9 Q65 Pg. 12</p> <p>Can the vendor offer more than 120% of the current salary to the State employees?</p>	<p>Yes. The vendor may offer State employees more than 120% of the current salary to State employees. Those additional expenses, however, should not be passed on to the State.</p>
<p>23 Amendment 9 Q123 Pg. 20</p> <p>How many computers are currently in place by the medical vendor that are charged the monthly network connection fee?</p>	<p>Approximately 235.</p>

QUESTION / COMMENT	STATE RESPONSE									
<p>24 Amendment 9 Q123 Pg. 20</p> <p>Please provide the specific dollar amount per device for the “monthly network connection fee.”</p>	<p>Computers are currently \$79.95 per month, and printers are currently \$12.50 per month.</p>									
<p>25 Amendment 9 Q 135 Pgs. 23-24</p> <p>Does the state or vendor maintain an active HCV log? If so, how many of the six patients currently have an APRI score of 2 or greater?</p>	<p>Yes. Although the State maintains an active HVC log, the information is not readily available.</p> <p>The information will be shared with the vendor awarded the contract. Because it is protected health information, it cannot be made available on a broader scale.</p>									
<p>26 Amendment 9 Q 137 Pg. 24</p> <p>For the total amounts provided for FY 2015 and 2016, what were the total number of patients covered in each category?</p>	<table border="1" data-bbox="824 737 1071 861"> <thead> <tr> <th></th> <th>HCV</th> <th>HIV</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>3136</td> <td>230</td> </tr> <tr> <td>2016</td> <td>3594</td> <td>219</td> </tr> </tbody> </table>		HCV	HIV	2015	3136	230	2016	3594	219
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<p>27 Attachment 6.3.1., Blended Per Diem Rate Worksheet Release 2 (Contract Years 1, 2, 4 & 5)</p> <p>The SCCF facility includes a formula that multiplies the ADP by the inmate per diem, however none of the other three private facilities include the same calculation. Could TDOC please clarify or correct?</p>	<p>The Blended Per Diem Rate Worksheet has been revised. The rates for the four private facilities are no longer included in the blended rate for State-managed facilities. The formulas have been revised for the four privately-managed facilities.</p>									
<p>28 Attachment 6.3.1., Blended Per Diem Rate Worksheet Release 2 (Contract Years 1-5)</p> <p>If it is the intent of TDOC to exclude the private prison In House Population in the calculation of the weighted per diem, please clarify where vendor expenses associated with these facilities (inpatient costs in excess of \$4,000) should be loaded amongst the State facilities.</p>	<p>Attachment 6.3.1. has been revised. The inpatient costs in excess of \$4,000 for inmates at privately managed facilities should be entered on the lower portion of the spreadsheet where indicated for each facility. The figures indicated by the proposer as inpatient costs for inmates at privately managed facilities will be separate from the blended per diem per inmate rates proposed for the State managed facilities.</p>									
<p>29 Attachment 6.3.1., Blended Per Diem Rate Worksheet Release 2 (Contract Years 1-5)</p> <p>The computation of the blended per diem rate includes the In House Population</p>	<p>Attachment 6.3.1 has been revised. The in-house populations for the private facilities have been removed from the calculation for the blended per diem per inmate calculation.</p>									

QUESTION / COMMENT	STATE RESPONSE
<p>associated with the four private facilities on these schedules. If it is the intent of TDOC to exclude the private prison ADP for purposes of payment (Pro Forma Contract Section C.3.b Payment Methodology), spreading the vendor's total cost over a population excluded from the payment. Vendors will not be reimbursed their full cost unless the calculations are revised to remove the private facility In House Population. Could TDOC please clarify their intent and adjust the schedules accordingly?</p>	
<p>30 Attachment 6.3.1., Blended Per Diem Rate Worksheet Release 2 (Contract Year 1)</p> <p>The Contract Year 1 tab is protected and no data can be entered for per diems. Could TDOC provide a correction to this tab?</p>	<p>The tab for year 1 has been revised.</p>
<p>31 Attachment 6.3.1., Blended Per Diem Rate Worksheet Release 2 (Contract Year 1)</p> <p>It appears that there is no formula listed for NWCX or MCCX to compute the weighted per diem for each facility. Could TDOC please clarify or correct?</p>	<p>The formulas for NWCX and MCCX have been added.</p>
<p>32 Attachment 6.3.1., Blended Per Diem Rate Worksheet Release 2 (Contract Year 2)</p> <p>It appears that there is no formula listed for TPFW, NWCX or MCCX to compute the weighted per diem for each facility. Could TDOC please clarify or correct?</p>	<p>The formulas for TPFW, NWCX and MCCX have been added.</p>
<p>33 Attachment 6.3.1., Blended Per Diem Rate Worksheet Release 2 (Contract Years 4 & 5)</p> <p>It appears that there is no formula listed for DSNF or MCCX to compute the weighted per diem for each facility. Could TDOC please clarify or correct?</p>	<p>The formula for DSNF and MCCX have been added.</p>
<p>34 Attachment 6.4., Reference Questionnaire Pgs. 32-35</p> <p>The page numbers for this attachment are different from the page numbers in the original RFP. If we have already had</p>	<p>Yes.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>references complete the original form, will it be acceptable?</p>	
<p>35 Attachment 6.10. TDOC Policies Pg. 2, VI.C.2</p> <p>There is reference to standing orders for nursing. We are under the impression that this is not allowed in the State of TN.</p> <p>Can the State please clarify this statement and provide a copy of the current standing orders?</p>	<p>Updated nursing protocols are being provided as noted in item 5 below.</p>
<p>36 Attachment 6.10. TDOC Policies</p> <p>Does the State require separate and different Clinical Protocols for the Mid-Levels vs physicians or can the contractor propose Clinical Pathways that would apply to both?</p>	<p>The scope of practice for mid-level providers is determined by agreement between the mid-level providers and the medical director. The scope of practice for physicians is dictated by State licensure requirements. Proposers may propose clinical pathways for consideration by the State's Chief Medical Officer.</p> <p>Any such proposed pathways would have to adhere to contract scope and limitations as outlined in the contract and staffing pattern to be acceptable to and or approved by the Chief Medical Officer.</p>
<p>37 Attachment 6.10. TDOC Policies</p> <p>Will the contractor be allowed to introduce their Nursing Protocols for the State's consideration if significantly different from the TDOC's?</p>	<p>A proposer may propose its own nursing protocols for consideration by the Chief Medical Officer.</p> <p>Any proposed nursing protocols would have to comply with TDOC policy in order to be approved by TDOC's Chief Medical Officer and Director of Nursing. Nursing protocols are established by TDOC policy.</p>
<p>38 Attachment 6.10.TDOC Policies</p> <p>The TDOC Nursing Protocol LOU reads: "nursing staff and lead physician have to mutually agree upon the protocols." Does the reference to nurses in this context apply to the DON/Nursing Supervisor and/or the Health Administrator and not the body of nursing staff?</p>	<p>Per State policy, the facility medical director must approve any individual from the body of nursing at the facility to use facility nursing protocols.</p>
<p>39 Attachment 6.10. TDOC Policies</p> <p>Once the lead physician has signed the nursing protocols that include the OTC medications allowed for administration, is it</p>	<p>Any and all medications given per nursing protocols are physician's orders must be co-signed within 14 days.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>the State’s mandate that a provider co-sign every nursing encounter even when only the pre-approved OTCs are given?</p>	
<p>40 Attachment 6.10. TDOC Policies</p> <p>Is the signing of the CR-2727 form completed by the nursing staff at every applicable encounter or is there an opportunity to have a single form signed by the inmate at intake that covers and educates the inmate about the various scenarios for which they may be charged?</p>	<p>Without a specific policy number to clarify the context of the question, the State cannot adequately respond.</p> <p>The Vendor will have to comply with TDOC policy as provided in RFP Attachment 6.10.</p> <p>No exceptions will be made to TDOC policy.</p>
<p>41 Attachment 6.10. TDOC Policies</p> <p>Are RNs allowed to perform the 14-day physicals if they have a proficiency statement signed by the facility’s lead physician and documentation maintained in the nurse’s HR file? The physician will be required to sign each before filed in the medical record.</p>	<p>Without a specific policy number to clarify the context of the question, the State cannot adequately respond.</p> <p>The Vendor will have to comply with TDOC policy as provided in RFP Attachment 6.10.</p> <p>No exceptions will be made to TDOC policy.</p>
<p>42 Attachment 6.10. TDOC Policies</p> <p>Is a 24-hr RN required to cover an infirmary when there are no medically acute admissions, but patients are housed in the infirmary for other reasons?</p>	<p>No.</p>
<p>43 Attachment 6.10. TDOC Policies</p> <p>113.13 - Treatment of facility employees by healthcare personnel</p> <p>How many of these screenings are completed per month per facility?</p>	<p>The number varies and depends on how many staff are hired and on-boarded.</p>
<p>44 Attachment 6.10. TDOC Policies</p> <p>113.13 - Treatment of facility employees by healthcare personnel</p> <p>Are these screenings the same as officer physicals?</p>	<p>No. These differ from officer physicals.</p>
<p>45 Attachment 6.10. TDOC Policies</p> <p>113.31 - Sick Call/Assessment of Health Complaints</p> <p>Does each facility have dedicated space for providing sick call to special and restrictive housing inmates?</p>	<p>Sick call for special and restricted housing inmates are performed in inmate cells.</p>
<p>46 Attachment 6.12. TDOC</p> <p>Hep C Pretreatment Program</p>	<p>The TACHH has a combined membership of vendor partners, State staff, representatives from</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Who makes up the TACHH? Is it a combined membership between vendor and state?</p>	<p>CoreCivic (the operator of the four privately managed facilities), and could possibly include a private consulting physicians from the community.</p>
<p>47 Attachment 6.12. TDOC Hep C Pretreatment Program</p> <p>Does the recommendation for medical furloughs specifically related to decompensated liver disease come from the TACHH?</p>	<p>No. Recommendations come from the facilities, but TACHH may make recommendations.</p>
<p>48 Attachment 6.12. TDOC Hep C Pretreatment Program</p> <p>Who is the State’s Hep C consultant?</p>	<p>The State has a private consultant selected from the community. The vendor would be expected to find, provide and fund such a consultant if awarded the contract.</p>
<p>49 Attachment 6.12. TDOC Hep C Pretreatment Program</p> <p>On page 11, there is reference to the current vendor’s Guidelines on March 2015. Is the document provided a state program or the vendors’? If this is not the state’s program, will the contractor be responsible for introducing their recommended HCV Treatment Program?</p>	<p>The provided document is a State program. The vendor will be required to contribute to the compilation of future updates.</p>
<p>50 Attachment 6.12. TDOC Hep C Pretreatment Program</p> <p>On page 13, the “note” at the top of the page and the language under the “Post-Treatment Monitoring” appear contradictory. Please clarify the post-treatment expectations.</p>	<p>There is no contradiction as written. The document states that additional testing is not required from the clinical perspective. Additional testing is, however, recommended.</p>
<p>51 Contract Attachment 4, Staffing Pattern Release 2 DSNF.</p> <p>The Optometrist is listed at 20 hours per month and also is listed as a .5 FTE, or 20 hours per week. Please clarify if the requirement is 20 hours per week or 20 hours per month.</p>	<p>The requirement is 20 hours per month.</p>
<p>52 Contract Attachment 4, Staffing Pattern Release 2 NWCX</p> <p>The Optometrist is listed at 20 hours per month, but has 5 hours per week and .125</p>	<p>The requirement is 21.7 hours per month.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>FTE. Please confirm: Is the requirement average weekly hours of 4.6 with an associated FTE of .12, or 21.7 hours per month?</p>	
<p>53 Contract Attachment 4, Staffing Pattern Release 2 RMSI</p> <p>The Optometrist is listed at 20 hours per month, but has 2 hours per week and .05 FTE. Please confirm: Is the requirement average weekly hours of 2 with an associated FTE of .05, or 20 hours per month?</p>	<p>The requirement is 20 hours per month.</p>
<p>54 Contract Attachment 4, Staffing Pattern Release 2 BCCX</p> <p>The Medical Records Clerk on evening shift has total weekly required hours of 88 (2.2 FTE).The detail by day totals to 96 hours for the week. Please clarify which calculation is correct.</p>	<p>The calculation has been corrected, with the total now showing 96 hours per week.</p>
<p>55 Contract Attachment 4, Staffing Pattern Release 2 BCCX</p> <p>The CNT on evening shift has total weekly required hours of 48 (1.2 FTE). The detail by day totals to 56 hours for the week. Please clarify which calculation is correct.</p>	<p>The calculation has been corrected, with the total now showing 56 hours per week.</p>
<p>56 Contract Attachment 4, Staffing Pattern Release 2 BCCX</p> <p>The RN Charge on evening shift has total weekly required hours of 48 (1.2 FTE). The detail by day totals to 56 hours for the week. Please clarify which calculation is correct.</p>	<p>The calculation has been corrected, with the total now showing 56 hours per week.</p>
<p>57 Contract Attachment 4, Staffing Pattern Release 2 TXCI-1</p> <p>The Optometrist is listed at 16 hours per month, but has 4 hours per week and .1 FTE.</p>	<p>The correct figure is 16 hours per month.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Is the requirement average weekly hours of 3.7 with an associated FTE of .09, or 17.3 hours per month?</p>	
<p>58 Contract Attachment 4, Staffing Pattern Release 2 TXCI-2</p> <p>The Optometrist is listed at 8 hours per month, but has 2 hours per week and .05 FTE. Is the requirement average weekly hours of 1.8 with an associated FTE of .05, or 8.7 hours per month?</p>	<p>The correct figure is 8 hours per month.</p>
<p>59 Contract Attachment 4, Staffing Pattern Release 2 TPFW</p> <p>The LPN Lab on day shift has total weekly required hours of 40 (1.0 FTE). The detail by day totals to 48 hours for the week. Please clarify which calculation is correct.</p>	<p>The correct figure for the detail total is 48 hours for the week, and the FTE is 1.2.</p>
<p>60 Contract Attachment 4, Staffing Pattern Release 2 TPFW</p> <p>The MH LPN on night shift has total weekly required hours of 56, but the FTE is noted at 2.8 (not 1.4). The detail by day totals to 56 hours for the week. Please clarify which calculation is correct.</p>	<p>The FTE for the Mental Health LPN is 1.4.</p>
<p>61 Contract Attachment 4, Staffing Pattern Release 2 TPFW</p> <p>The Optometrist is listed at 16 hours per month, but has 4 hours per week and .1 FTE. Please confirm: Is the requirement average weekly hours of 3.7 with an associated FTE of .09, or 17.3 hours per month?</p>	<p>The correct figure is 16 hours per month.</p>
<p>62 Contract Attachment 4, Staffing Pattern Release 2 WTSP-1</p> <p>The Optometrist is listed at 32 hours per</p>	<p>The correct figure is 32 hours per month.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>month, but has 8 hours per week and .2 FTE. Please confirm: Is the requirement average weekly hours of 7.4 with an associated FTE of .19, or 34.7 hours per month?</p>	
<p>63 Contract Attachment 4, Staffing Pattern Release 2 WTSP-2</p> <p>The Optometrist is listed at 16 hours per month, but has 4 hours per week and .1 FTE. Please confirm: Is the requirement average weekly hours of 3.7 with an associated FTE of .09, or 17.3 hours per month?</p>	<p>The correct figure is 16 hours per month.</p>
<p>64 Contract Attachment 4, Staffing Matrix, Release 2</p> <p>In the new staffing matrix submitted with this release (#2) of RFP 32901-31230, 8.4 FTE Mental Health nurses have been removed from the staffing matrix for the Northwest Correctional Complex that were in the previous release of the RFP. A Supportive Living Unit was opened at NWCX recently. Was this an intentional change in the NWCX staffing matrix? How will mental health nursing support be provided at that site?</p>	<p>Mental Health nursing positions have been included in the Revised Minimum Staffing Requirements document referenced in item 4 below.</p>
<p>65 Contract Attachment 4, Staffing Matrix, Release 2</p> <p>There seems to be a large reduction in provider hours (Physician and PA/NP) at BCCX for this contract period. (removing 2.0 Physicians and 1.0 PA/NP) Was this intentional?</p>	<p>The hours for the PA/NP have been revised, and two Physician positions have been added to the Minimum Staffing Requirements document referenced in item 4 below.</p>
<p>66 Contract Attachment 5, Medical Positions Release 2</p> <p>Please clarify what facility is labeled as TCA on this attachment, so that vendors can correctly identify placement required for the Registered Nurse 3.</p>	<p>TCA is the Tennessee Correction Academy, which is located in Tullahoma.</p>
<p>67 Contract Attachment 12, 5-year ADP</p> <p>Please provide the definition of the title “LS” that includes 3,500 – 4,000 of the ADP.</p>	<p>LS stands for locally sentenced, which includes felons sentenced to a total of not more than three (3) years and not less than one year, housed in county jails with which TDOC has a contractual relationship. Locally sentenced felons are not part</p>

QUESTION / COMMENT	STATE RESPONSE
	of the covered population for purposes of this procurement.
<p>68 Contract Attachment 12, 5-year ADP</p> <p>The five-year trend has a slight increase in FY18 and a slight reduction in FY20. The notes reference 12% - 25% declines in new admissions related to TVP intakes. Please elaborate on the historical number of TVP intakes. How will the TDOC overall ADP remain constant with reductions in these intakes?</p>	<p>The Public Safety Act of 2016 is expected to reduce new admissions resulting from a technical violation of probation / parole conditions, not the commission of a new crime. Historically, 40% of New Admissions in Tennessee have been the result of a Technical Violation (approximately 5,000). The 12% – 25% reductions are projected to occur in this segment of the population. However, as of March 2017, there were 4,300 offenders in the Jail Backup population awaiting a bed in the state system. Based on the current population projection and the current level of inmates in the jail backup, the population covered by this contract will remain relatively stable.</p> <p>If system conditions change and projections change, the best evaluated contractor will be notified.</p>
<p>69 Contract Attachments 12 & 13, Population Projections</p> <p>Both files note that the TDOC “covered” ADP is computed at Total TDOC ADP less the four private facilities. Please confirm that this statement reflects the intent of the TDOC to not reimburse a blended per diem to include the four private facilities.</p>	<p>Attachment 6.3.1. has been revised. The blended per inmate per diem rate will not include the four privately managed facilities.</p>
<p>70 Pro Forma, Section A.4.e., Pg. 24</p> <p>A.4.e now requires the Contractor to conduct Fitness for Duty examinations; a requirement that was not in the first release of 32901-31230. Was this the intent of the Department?</p>	<p>This is the department's intent.</p>
<p>71 Pro Forma, Section A.8.f.</p> <p>A.8.f. requires the Contractor to pay a \$400 fee per day beginning on the third day of an inpatient stay at a hospital which does not have a secure unit. As the care needs of the population become more and more complex, it will require the medical vendor to utilize the services of tertiary care hospitals that provide service lines beyond the capabilities of the current secure unit hospital provider</p>	<p>The \$400 fee per day covers the cost of a correctional officer accompanying an inmate in a hospital without a secure unit. As it would be an expense to the State, the State is not willing to waive the fee for services not provided at MNGH.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>(Metro Nashville General Hospital - MNGH).</p> <p>Will the Department consider waiving the fee for use of hospitals for services not rendered at MNGH?</p>	
<p>72 Pro Forma, Section A.6.</p> <p>The Department will require annual teeth cleanings for the inmate population. Since there are not sufficient dental hygienists in the staffing plan, will it be the role of the site Dentist to provide cleanings? If not, how does the Department anticipate hygiene services will be performed?</p>	<p>The vendor will have to propose a solution on who will perform the role of providing cleanings as required by the Contract.</p>
<p>73 Pro Forma Contract, Release 2, A.13.c., Pg. 41</p> <p>A.13.c. contains the following incomplete sentence: “The contractor shall establish specialty referral sites in all three regions in the -...” Should the sentence read, “The contractor shall establish specialty referral sites in all three regions in the state”?</p>	<p>This was corrected in Release 3 of the ProForma Contract.</p>
<p>74 Pro Forma Contract, Release 2, E.16. Performance Bond, Pg.74</p> <p>Will the Department adjust the required Performance Bond amount to a level reflecting the maximum liability of a one-year contract period (e.g., one-year average of the five-year maximum liability)?</p>	<p>The State revises E.16. Performance Bond as follows in red:</p> <p>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 performance bond shall be in an amount equal to ten percent (10%) of the Maximum Liability, Written Dollar amount (\$Number). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. 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 for the Term, as the Contract is extended or renewed.</p>

QUESTION / COMMENT	STATE RESPONSE
	<p>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 of Tennessee Central Procurement Office’s prior written approval.</p>
<p>75 Amendment 9 Q3, Q52 & Q54 Pgs. 2, 9 & 13</p> <p>Question/Answer #3, 52, & 74 notes that proposers should use the total dollar amount proposed to provide services throughout the potential 5-year contract term. The response implies that a performance bond equal to five times the annual contract value is required. Requiring a bond of this nature is likely prohibitive for all bidders. Industry standards include performance bonds closer to 20% – 50% of the annual contract value. Is it the State’s desire to limit competition? If not, would TDOC please review the requirements and determine if a percentage less than or equal to the annual contract value would be accepted?</p>	<p>The State revises E.16. Performance Bond as follows in red:</p> <p>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 performance bond shall be in an amount equal to ten percent (10%) of the Maximum Liability, Written Dollar amount (\$Number). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. 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 for the Term, as the Contract is extended or renewed.</p> <p>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 of Tennessee Central Procurement Office’s prior written approval.</p>

3. **Delete RFP # 32901-31230 Release # 3, in its entirety, and replace it with RFP # 32901-31230, Release # 4, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
4. **Delete Pro Forma Contract Release # 2, in its entirety, and replace it with Pro Forma Contract, Release # 3, attached to this amendment.** Revisions of the original Pro Forma Contract document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**

5. **Delete RFP Attachment 6.3.1. Release #2, in its entirety, and replace it with RFP Attachment 6.3.1. Release #3.**
6. **Delete Pro Forma Contract Attachment 4, Minimum Staffing Requirements Release # 2, in its entirety, and replace with the Pro Forma Contract Attachment 4, Minimum Staffing Requirements Release # 3.**
7. **Delete RFP Attachment 6.13., Nursing Protocols, in its entirety and replace with RFP Attachment 6.13., Nursing Protocols Release #2.**
8. **Add the document Vacancy Reports 05/15/17 as RFP Attachment 6.14.**
9. **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.