STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS # 32901-31117
AMENDMENT # ONE
FOR CORRECTIONAL RELEASE CENTER – EAST TENNESSEE

DATE: December 15, 2011

RFP # 32901-31117 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED / CONFIRMED
1. RFP Issued		NOVEMBER 22, 2011	Confirmed
2. Disability Accommodation Request Deadline	2:00 p.m.	NOVEMBER 29, 2011	Confirmed
3. Pre-proposal Conference	10:00 A.m.	NOVEMBER 30, 2011	Confirmed
4. Notice of Intent to Propose Deadline	2:00 p.m.	DECEMBER 1, 2011	Confirmed
5. Written "Questions & Comments" Deadline	2:00 p.m.	DECEMBER 6, 2011	Confirmed
6. State Response to Written "Questions & Comments"		DECEMBER 15, 2011	Updated
7. Proposal Deadline	2:00 p.m.	DECEMBER 29, 2011	Confirmed
8. State Completion of Technical Proposal Evaluations		JANUARY 9, 2012	Confirmed
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	JANUARY 10, 2012	Confirmed
10. State Evaluation Notice Released and RFP Files Opened for Public Inspection	2:00 p.m.	JANUARY 12, 2012	Confirmed
11. Contract Signing		JANUARY 25, 2012	Confirmed
12. Contractor Contract Signature Deadline	2:00 p.m.	JANUARY 26, 2012	Confirmed
13. Contract Start Date		FEBRUARY 1, 2012	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
1	Section A – A.5 stipulates proposers must "Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer …" Question is: Will a report from Dunn & Bradstreet fulfill this requirement?	Yes, provided the report includes credit history.
2	Section B – B.17 stipulates proposers must "Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: - Two (2) of the larger accounts currently serviced by the Proposer, and - Three (3) completed projects REDACTED has operated a community corrections program for more than 12 years. But, since we are prohibited from seeking a reference from state officials for that program, we are limited to our Drug Court Programs, which are numerous. In fact, we have contracts that would satisfy the two (2) larger accounts currently serviced by REDACTED Likewise, REDACTED has several completed Drug Court projects that would satisfy the three (3) completed projects requirement. Question is: Can we get references from the Drug Court Programs to satisfactorily respond to item B.17?	If unable to provide precisely the response requested, the Proposer should provide all information available as well as an explanation of the response.
3	A general requirement under the Scope of Services (A.2) states "The contractor shall provide and maintain a male transitional facility for the State, with capacity of 30 beds in Shelby County, Tennessee …" Question is: Will the process for inmate referral ensure the facility is always at capacity thereby allowing our agency to operate the Center without undue concern for adequate cash flow required to staff and operate the facility?	The State shall make per felon per day rate payments to the contractor based on the number of inmates actually at the facility. While the State will make every attempt to keep the contracted beds filled, there is no guarantee that all contracted beds will remain filled on a daily basis.
4	Will there be any start-up money available and if not, would there be any consideration for: (1) providing start-up money or (2) employing cost reimbursement initially, then switching to unit rate.	(1) No. (2) No
5	What licensure is required and how long does it	The contract requires that the facility to meet all

QUESTION / COMMENT	STATE RESPONSE
take to obtain?	Performance Based Standards for Adult Community Residential Services, 4th Edition within 18 months of the contract start date.

STATE OF TENNESSEE
DEPARTMENT OF CORRECTION
(TDOC)

REQUEST FOR PROPOSALS
FOR
CORRECTIONAL RELEASE CENTER
EAST TENNESSEE

RFP # 32901-31117

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1. INTRODUCTION

The State of Tennessee, DEPARTMENT OF CORRECTION, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

The State intends to secure a contract to provide and maintain a male transitional facility for the State, with capacity of 30 beds in Knox County, Tennessee.

Services to be provided include, but are not limited to, providing short term transitional services and staffing including project manager/director, case managers, and all other staff required to fulfill the contract requirements.

The successful proposer jointly with the TDOC shall develop an operating manual such as the attached example of the operating manual used at the Chattanooga Correctional Release Center, RFP Attachment **6.7.**

The Tennessee Department of Correction supervises more than 20,000 inmates and employs more than 5,000 employees. Female inmates are housed in two prisons, one in Nashville and the other in Memphis. Male inmates are housed in the 11 other prisons located across the state. Male inmates in need of acute or continuing medical care are housed at the Lois M. DeBerry Special Needs Facility in Nashville. Female inmates with similar acute issues are housed at the Tennessee Prison for Women in Nashville.

Tennessee is one of only six correctional jurisdictions in the United States to be fully accredited by the American Correctional Association (ACA). The TDOC's current operating capacity is 19,957 inmates (See http://state.tn.us/correction/planning/bed.html). The TDOC Facility Descriptions and Maps can be located at http://state.tn.us/correction/institutions/stateprisons.html

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32901-31117

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

William M. Anderson
Department of Correction
3rd Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN 37243-0465

Telephone: 615-741-1000 ext 8104
Fax: 615-741-4605
E-mail: William.M.Anderson@tn.gov

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Ken Locke
Office of the Commissioner
6th Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN 37243-0465
Telephone: 615-741-1000 extension 8155
E-mail: Kenneth.W.Locke@tn.gov

1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.

1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.

1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section **1.8**).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data, or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.4.10. While current TDOC Policies are attached to the Pro Forma Contract, ATTACHMENT THREE, the final contract will reflect TDOC policies in effect at the time of contract award.

1.5. Assistance to Proposers With a Handicap or Disability

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Proposer Required Review & Waiver of Objections

1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Tennessee Department of Correction
Central Office – 6th Floor Conference Room B
Rachel Jackson Building
320 6th Avenue North
Nashville, TN 37243-0465

The purpose of the conference is to discuss the RFP scope of services. The State will entertain

questions, however potential proposers must understand that the State's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to questions to potential proposers as indicated in RFP Section 2, Schedule of Events and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Proposal Deadline

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		NOVEMBER 22, 2011
2. Disability Accommodation Request Deadline	2:00 p.m.	NOVEMBER 29, 2011
3. Pre-proposal Conference	10:00 a.m.	NOVEMBER 30, 2011
4. Notice of Intent to Propose Deadline	2:00 p.m.	DECEMBER 1, 2011
5. Written "Questions & Comments" Deadline	2:00 p.m.	DECEMBER 6, 2011
6. State Response to Written "Questions & Comments"		DECEMBER 14, 2011
7. Proposal Deadline	2:00 p.m.	DECEMBER 29, 2011
8. State Completion of Technical Proposal Evaluations		JANUARY 9, 2012
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	JANUARY 10, 2012
10. State Evaluation Notice Released and RFP Files Opened for Public Inspection	2:00 p.m.	JANUARY 12, 2012
11. Contract Signing		JANUARY 25, 2012
12. Contractor Contract Signature Deadline	2:00 p.m.	JANUARY 26, 2012
13. Contract Start Date		FEBRUARY 1, 2012

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.8).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

3.1.1. **Technical Proposal**. The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, 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). All proposal pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:

a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or

b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

3.1.2.3. A Proposer must sign and date the Cost Proposal.

3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document labeled:

"RFP # 32901-31117 TECHNICAL PROPOSAL ORIGINAL"

and **FIVE (5)** copies of the Technical Proposal each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

"RFP # 32901-31117 TECHNICAL PROPOSAL COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 32901-31117 COST PROPOSAL ORIGINAL"

and **one (1)** copy in the form of a digital document in "**PDF**" format properly recorded on separate, blank, standard CD-R recordable disc labeled:

"RFP # 32901-31117 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 32901-31117 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 32901-31117 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 32901-31117 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]"

3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

WILLIAM M. ANDERSON, DIRECTOR OF CONTRACTS ADMINISTRATION
TENNESSEE DEPARTMENT OF CORRECTION
3RD FLOOR, RACHEL JACKSON BUILDING
320 6TH AVENUE, NORTH
NASHVILLE, TENNESSEE 37243-0465

3.3. **Proposal & Proposer Prohibitions**

3.3.1. A proposal must not include the Proposer's own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

3.3.3. A proposal must not propose alternate services (*i.e*., offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.

3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.

3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer's proposal non-responsive and reject it.

3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.

3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).

3.3.8. A Proposer must not be (and the State will not award a contract to):

a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;

b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.4. Proposal Errors & Revisions

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. Proposal Preparation Costs

The State will <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Licensure**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**

4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.

4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.

4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such

documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**25**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**40**
Cost Proposal (refer to RFP Attachment 6.3.)	**35**

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:

a. the proposal adequately meets requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the proposal non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the

RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The contracting agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)

5.3.3. The State reserves the right to make an award without further discussion of any proposal.

5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal

evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 32901-31117 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

PROPOSER LEGAL ENTITY NAME: _____

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

The RFP Coordinator will review the proposal 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 proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer 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 Proposer or any individual who shall perform work 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 Proposer'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 Proposer 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 positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
State Use – RFP Coordinator Signature, Printed Name & Date:			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal 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.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer 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 proposal.
	B.2.	Describe the Proposer'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 Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work 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 years, the Proposer 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 Proposer that the Proposer 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 Proposer'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 Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number 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 Proposer. 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 Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the 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 accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by 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 Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by 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 work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information: (i) contract description and total value (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — **PERCENTAGES ONLY** — **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.16.	Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 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 term; and (e) the contract number. NOTES: 1. Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. 2. Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Proposer, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Proposer will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (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 containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (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 Proposal as required. NOTES: • The State will not accept late references or references submitted by any means other than

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		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 Proposal 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.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 25)*		
State Use – Evaluator Identification:		

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		**10**	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		**18**	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		**18**	
	C.4.	Provide a narrative that details proposer's knowledge and experience in delivering evidence-based programs and services.		**12**	
	C.5.	Provide a narrative that details proposer's experience working with offenders.		**12**	
	C.6.	Provide a narrative demonstrating proposer's plan for ensuring viable transportation exists to meet offender needs in job search, employment, and community resource appointments.		**6**	
	C.7.	Provide a narrative describing the treatment service plan for offenders and the staffing pattern required to meet that plan.		**14**	
	C.8.	Provide a narrative that describes the proposed transitional facility, including location (including a map), number of beds and square footage of the facility, and a list of public services near the proposed site.		**4**	
	C.9.	Provide a narrative on Proposer's plan to promote the concept to the community/neighborhood where offenders will be housed.		**6**	
The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score			**X 40**	**= SCORE:**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
Maximum Possible Raw Weighted Score *(i.e., 5 x the sum of item weights above)*		*(maximum possible score)*			
State Use – Evaluator Identification:					
State Use – RFP Coordinator Signature, Printed Name & Date:					

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period as detailed. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE:	The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer. Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract." This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

PROPOSER LEGAL ENTITY NAME:							
Cost Item Description	**Proposed Cost**				**State Use ONLY**		
	02/01/2012 – 06/30/2012 **(151 days)**	07/01/2012 – 06/30/2013 **(365 days)**	07/01/2013 – 06/30/2014 **(365 days)**	07/01/2014 – 01/31/2015 **(215 days)**	**Sum (each Proposed Rate x Applicable Days)**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Provision of Short Term Transitional Facility and Transitional Services for capacity of 30 inmates. Compensation shall be based upon the actual inmate population of the short term transitional facility.	$ per inmate per day	$ per inmate per day	$ per inmate per day	$ per inmate per day		30	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.							
	lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated**				**x 35 (maximum possible score)**	**= SCORE:**	
State Use – RFP Coordinator Signature, Printed Name & Date:							

REFERENCE QUESTIONNAIRE

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

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

RFP # 32901-31117 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: PROPOSER NAME (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, 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;
- 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.

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 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 services described above?

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

	1	**2**	**3**	**4**	**5**	
least satisfied						**most satisfied**

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

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

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

7. 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 service delivery does /did the reference subject excel?

9. In what areas of 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?

11. Considering the staff assigned by the reference subject to deliver the 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.

	1	2	3	4	5	
least satisfied						**most satisfied**

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 services?

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?

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

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

DATE: _____

PROPOSAL SCORE SUMMARY MATRIX

	PROPOSER NAME		*PROPOSER NAME*		*PROPOSER NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 25)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 40)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 35)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL PROPOSAL EVALUATION SCORE: **(maximum: 100)**						
RFP Coordinator Signature, Printed Name & Date:						

RFP # 32901-31117 *PRO FORMA* CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

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

This Contract, by and between the State of Tennessee, **DEPARTMENT OF CORRECTION**, hereinafter referred to as the 'State" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of SHORT TERM TRANSITIONAL SERVICES TO MALE OFFENDERS, as further defined in the "SCOPE OF SERVICES."

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

A. SCOPE OF SERVICES:

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

A.2. General Requirements: The contractor shall provide and maintain a male transitional facility for the State with capacity of 30 beds in Knox County, Tennessee for the purpose of providing short term transitional services to male offenders in accordance with the provisions and requirements stated herein.

a. The contractor shall maintain a transitional facility in a community environment, in a location consistent with local zoning requirements. Location of facility must be submitted to the State for approval prior to occupancy.

b. The transitional facility must meet all city, county, and state health and fire codes.

c. Within 18 months, the contractor shall obtain and maintain accreditation by the American Correctional Association (ACA) in accordance with the Performance Based Standards for Adult Community Residential Services, 4th Edition, 2010 Supplement.

A.3. The contractor shall agree and understand that the State shall have sole responsibility for referring and placing offenders in the contractor's transitional facility, in accordance with the state's internal policies and procedures. Sex offenders will be excluded from placement in transitional facilities.

A.4. The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the State and that the State shall act as the final judge of the quality of the contractor's performance under the contract.

A.5. The contractor, its personnel, and others acting under the contractor's control shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines and policy and procedures that are applicable, current, or hereafter adopted regarding transitional facilities and State employees.

Specifically the Contractor shall meet the requirements set by the Tennessee Drug Free Workplace Act, 49 Code of Federal Regulations (C.F.R.) Part 40, as appropriate, and TDOC Policy 302.12 for the purpose of maintaining a drug free workplace.

All TDOC policies referenced in this Contract are found in ATTACHMENT THREE. Any revisions this TDOC Policy, as well as others referred in this Contract will be sent to the Contractor at the e-mail address provided in E.2., Special Terms and Conditions, of the Contract.

A.6. The contractor shall house offenders for approximately 90-120 days.

a. The State, at its discretion, will dictate each offender's length of stay in the transitional facility.

b. The contractor shall not, under any circumstances release or terminate any offender. Release and/or termination of offenders shall be at the sole discretion of the State. The State will provide the contractor with rules and procedures for offender termination from the program.

A.7. The Contractor, jointly with the TDOC, shall develop an Operating Manual for the Release Center.

The State shall review and approve all written communications and materials developed and used by the contractor to communicate with offenders prior to their use.

A.8. The contractor shall not use the name, logo, or other identifying marks of the State of Tennessee or the state agency on any materials produced or issued, without the prior written approval of the State.

A.9. Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

A.10. Implementation Requirements: Prior to the State placing offenders in the contractor's transitional facility and no later than thirty (30) calendar days after the contract award, the contractor must submit the following documents to the Division of Administrative Services, 320 6th Avenue North, Rachel Jackson Building 3rd Floor, Nashville, TN 37243: a certificate of occupancy from the State Fire Marshall, a local or state health department inspection for the current fiscal year, verification of approved zoning, a copy of the most recent independent financial audit (not over one year old), a copy of the most recent (not over three years old) local building code inspection or a license demonstrating compliance with the codes, considering the proposed use of the building, and an operating manual as described above in A.7.

a. The contractor shall not receive any offenders nor be paid for any transitional services, or be reimbursed for any expenses, until all of the documents described above in A.10. are received and approved by the state agency. Failure to submit such documents within the required time period shall be sufficient cause to terminate the contract immediately after such date without prior notice.

b. The contractor must obtain the State's approval, in writing, of the contractor's transitional facility and all required documentation as stated above.

(1) Unless the State has previously inspected the contractor's transitional facility, the State shall conduct a site inspection of the contractor's transitional facility prior to providing written approval of the contractor's facility.

A.11. Staffing Requirements: The contractor's personnel policies shall comply with ACA standards and shall be submitted to the State for approval.

a. The contractor shall maintain a confidential personnel file for each of the contractor's personnel that shall be accessible to the State for the purpose of verifying compliance with the contractual requirements.

b. Prior to employment with the Contractor, applicants shall be subjected to a thorough background investigation. All criminal background checks shall be completed by the State at no charge to the contractor.

c. The Contractor shall submit a proposed staffing plan for approval by the State. The Contractor shall maintain the required level of staff to provide on-site room, board, and supervision seven (7) days per week, twenty-four (24) hours per day. At a minimum, the staffing plan must include the following:

1. One (1) full-time Project Manager/Director
2. Two (2) full-time Counselors/Case Managers
3. Two (2) FTE residential release staff for 24-hour coverage

d. The Contractor shall maintain the required level of staff and service during staff vacation, sick leave and other absences.

e. The Contractor shall fill vacancies for program staff position within forty-five (45) days.

A.12. Safety Requirements: The contractor shall maintain and equip the transitional facility's environment to ensure the health, safety, and comfort of the offenders.

a. Prior to occupancy, the contractor shall submit written plans and procedures for responding to emergencies and disasters such as fires, natural disasters, and emergencies relating to the offender and contractor's personnel. Subsequent to initial approval, procedures shall be submitted for approval annually by February 1st. The procedures shall include assignment of tasks, evacuation routes, use of emergency equipment, as well as procedures for the notification of authorities. Written plans must be submitted to the State for approval. Evacuation procedures must be approved by an independent qualified individual. The Contractor is required to perform and document quarterly fire safety evacuation drills.

A.13. Security Requirements: The contractor's transitional facility shall provide adequate security to assure that the offender and community feel comfortable with precautions taken to reduce risk and liability, and to increase public acceptance and support.

a. The contractor shall submit all policy, procedures, and protocol to the State for review and approval, prior to implementation. These procedures shall include:

(1) Physical count of offenders shall occur at least three (3) times per day.

(2) A system for monitoring offenders away from the center due to work, furlough, and other temporary absences.

b. The contractor must operate in accordance with procedures for reporting absconders as established by the State in Policy #506.12 as found in ATTACHMENT THREE.

A.14. Offender Conduct/Rules and Regulations: The contractor shall provide the offender with facility rules and disciplinary regulations describing violations, sanctions, and penalties that are approved by the State before implementation. These rules shall be reviewed and approved by the State prior to occupancy, and each subsequent year by February 1st.

a. The contractor shall review facility rules and regulations at least annually and update if necessary. The State will review and approve the implementation.

b. The contractor shall ensure that the rules and regulations pertaining to offenders are conspicuously posted in the facility.

c. Contractor shall submit a list of approved offender property for approval by the State. Offenders removed from the program may not retain items not listed on the Inmate Personal Property Memo, Policy #504.01 and the Religious Personal Property Memo, Policy #118.01. It will be the responsibility of the offender to dispose of the property prior to his return to the Morgan County Correctional Complex (MCCX) located in Morgan County, Wartburg, Tennessee.

A.15. Use of Force: The contractor will use physical force only in instances of self-protection.

a. The contractor shall notify the Assistant Commissioner of Operations/designee and the Assistant Commissioner of Rehabilitative Services/designee by telephone prior to the end of the shift following all uses of force.

b. The contractor must provide a written report following all uses of force. The report shall be submitted to the Assistant Commissioner of Operations and the Assistant Commissioner of Rehabilitative Services by the next business day. The report must detail all circumstances, list those involved, including witnesses, and describe any medical services provided.

c. The contractor or designated personnel must take the appropriate steps to investigate all use of force incidents.

A.16. Incident Management and Offender Discipline: Minor (Class C) infractions, as identified in Policy #502.01 as found in ATTACHMENT THREE, Definition of Disciplinary Offenses, shall be resolved through informal sanctions. The contractor shall submit a plan for approval by the State, outlining the process for resolution of minor infractions of facility rules.

a. All major rules violations (Class A&B), as identified in Policy #502.01 as found in ATTACHMENT THREE, shall be resolved by the State through the formal disciplinary process in accordance to Policy # 502.01 as found in ATTACHMENT THREE, Uniform Disciplinary Procedures. The State will provide the contractor with procedures for reporting all major rules violations. In the event of emergency situations, the Contractor shall immediately contact local law enforcement.

b. Procedures for notifying local police and the State will be provided by the State.

A.17. General Service Requirements: The contractor shall provide room, board, and supervision seven (7) days per week, twenty-four (24) hours per day, as described herein for all referred offenders.

a. Orientation- The contractor shall assure that each new offender receives an orientation to the transitional facility that includes the following; the rules and regulations, Disciplinary procedures/termination, Censored materials, Program expectation, Medical procedures, Financial procedures, Grievance process.

b. Verification of completed orientation and acknowledgement of house rules shall be signed by the offender and the contractor's personnel that provided the orientation. The contractor shall maintain the acknowledgement in the offender's file.

c. The contractor shall advise the offender of the name of the case manager assigned to them on the day of their admission. An operation manual shall be developed jointly by the State and the Contractor and shall be communicated to all contractor staff and maintained at the facility. The orientation shall be conducted by the contractor at the transitional facility by the offender's assigned case manager/counselor.

d. If an offender is indigent, the State shall provide a reasonable supply of basic toiletry items such as soap, toothpaste, razor, shampoo, deodorant, etc. upon transfer to the center. The contractor may require employed offenders to purchase their own toiletries. Offenders may transfer personal property according to Policy #504.02.

e. An initial inventory of the offender's personal possessions shall occur at the time of arrival at the facility. The contractor shall advise the offender that he is responsible for reporting any change in the personal inventory to the contractor and that such change shall be noted on a personal inventory log.

f. Linen and Laundry- The contractor shall provide clean linens to each offender upon arrival at the transitional facility in accordance to ACA standards.

g. The contractor shall provide laundry equipment for the use of transitional program offenders. The contractor shall provide and maintain a minimum of one (1) operating washer and one (1) operating dryer free of charge to the offenders. The State shall provide offenders a minimum of two week of laundry supplies (soap and detergents) upon transfer to the center. The contractor may require employed offenders to purchase their own laundry supplies.

h. Food Service- The contractor will comply with the most recent copy of the FDA, U.S. Department of Public Health, and ACA Standards.

(1) The Contractor will provide food service for the inmates and volunteers in accordance with the Standards, including, but not limited to, the provision of special diets and three (3) meals for each offender served at regular times during each twenty-four (24) hour period with no more than fourteen (14) hours between the evening meal and breakfast.

(2) The Contractor shall not be required to follow the Department's master menu, but the food service area must comply with State health regulations and the Standards. At a minimum the amount of daily calories must conform with the recommended dietary allowances published by the National Academy of Sciences. Menus shall be approved by a registered dietician.

(3) Menus will be prepared and posted in a conspicuous place for offender's viewing. The State's Director of Food Services may audit menus for compliance with applicable standards.

i. On-Site Food Service by the Contractor: When food services are provided in the facility, the contractor will have adequate space to provide for food preparation and service and will include a space to eat on-site that is separated from sleeping quarters and is well ventilated, properly furnished, and clean.

(1) The contractor will show evidence the establishment meets all federal, state, and local sanitation and health codes. The contractor will identify the person in charge of food preparation.

(2) The contractor will ensure that the cooking services area is equipped with automatic shut-off devices for when the fire extinguishing system is activated. Fuse links are to be changed and the system tested in accordance with the Manufacturer's recommendation.

(3) Grease filters are to be kept clean and should be made of stainless steel for safety reasons.

(4) Garbage and refuse will be kept in durable insect and rodent-proof containers which do not leak or absorb liquids. Garbage and refuse will be disposed of often enough to prevent the development of odor and other conditions that attract or harbor insects and rodents; this is the responsibility of the contractor.

(5) The system will meet American Society of Sanitary Engineering (ASSE) standards for construction, installation, maintenance, inspection, and testing for that specific application and type.

j. Medical Services- Contractor is not financially responsible for medical, mental health, or dental care. Contractor is responsible for the following:

(1) Developing the process for notifying the State (or designated medical contractor) and obtaining approval for local health care services for offenders. Notification must be made to the State the following business day for any advising that local healthcare services were provided to an offender during the previous day.

(2) Providing local transportation to and from health care service providers for health and/or mental health care.

(3) Providing its written process for overseeing the inmate's self administration of medications from a list of all approved medications provided by the State. Such procedures must include the identification of all personnel responsible for oversight of this process including credentials of such personnel.

(4) Providing its written process for storage of all prescribed medications in order to assure the security of medications and accountability for managing such medications.

(5) Assuring access to American Red Cross first aid kits for offenders.

(6) Providing written guidelines for how its staff will respond to threats of suicide, including immediately isolating offenders and maintaining constant visual supervision of the offender until the State's security staff arrives to transport the offender back to the designated facility.

(7) Respond to threats of suicide immediately by isolating offender and maintaining constant visual supervision of offender until the State arrives to transport the offender back to the Morgan County Correctional Complex (MCCX) located in Morgan County, Wartburg, Tennessee.

(8) Contractor must maintain an accurate perpetual inventory for all prescription drugs.

(9) There must be an Automated External Defibrillator (AED) on-site.

k. Recreation/Leisure-The contractor shall comply with ACA standards and shall provide offenders with some recreation/leisure activities onsite.

l. Offender Mail - Contractor shall inspect all incoming mail and packages for unauthorized materials. Violations shall be resolved according to the offender conduct/rules and regulations procedures approved by the State.

m. Drug Testing and Breath Analysis- The contractor shall conduct drug testing and breath analysis in accordance with the following:

(1) The contractor shall have a procedure that addresses the collection, control, and testing of offender urine specimens.

(2) The contractor shall conduct no less than two (2) drug screens on every offender; one random, and one prior to the offender's release from the transition center program. The contractor shall supply the drug testing kits.

(3) The contractor shall conduct drug testing on any assigned offender based on suspicion of use. The contractor shall supply the drug testing kits.

(4) The contractor shall perform drug test(s) at no cost to the offender.

(5) All positive drug tests shall be confirmed according to Policy #506.21, Inmate Drug/Alcohol Testing and Sanctions, at no cost to the contractor.

(6) The contractor must maintain drug testing logs, which shall affirm that drug testing was completed as required. The contractor shall record the date the drug test was taken, the date the results were received, and specify positive or negative results on the summary.

(7) The contractor shall use saliva alcohol tests for obtaining alcohol levels for offenders suspected of alcohol use. The contractor must document results of use for offenders suspected of alcohol intake.

n. Sign-Out- The contractor shall establish daily sign-in and sign-out procedures for all times the offender will be absent from the transitional facility, which will primarily include employment, job seeking, and medical appointments.

(1) Sign-outs may be allowed for legitimate purposes necessary for the offender's success in the program and reintegration back into the community (i.e. picking up clothes, identification, registration, court, medical, social security cards, or other appointments) and shall be granted for a specified period of time. This sign out shall not be for the purpose of recreation/visitation.

(2) The contractor shall submit sign-in and sign-out procedures to the State for approval.

o. Pass Procedures- The State may provide the contractor with pass procedures for the purposes of visitation, recreation, and attending religious services.

p. Visitation- The contractor shall submit visitation procedures for approval by the State.

q. Transportation- The contractor shall ensure viable transportation exists to meet offender needs in job search, employment, community resource appointments, and other areas that

would allow for successful community reintegration. The contractor must ensure offender has transportation to and from public transportation stops if it is not located within ¼ mile of the correction release center.

r. Complaints/Grievances- Complaints and grievances shall be resolved by the contractor in accordance with a process approved by the State.

(1) Complaints/grievances must be dealt with in a timely manner.

(2) A copy of complaints/grievances, including its resolution, shall be maintained at the facility for review at the State's request.

(3) Complaints/grievances involving the threat of bodily harm shall be dealt with immediately. Procedures for notifying local police and the State will be provided by the State.

(4) Complaints/grievances that cannot be resolved through the informal process will be submitted to the State for formal resolution.

(5) Title VI complaints/grievances shall be referred to the State's Title VI Coordinator.

(6) All Prison Rape Elimination Act (PREA) material shall be conspicuously posted in the facility. Any PREA complaints/grievances shall be referred to the State's PREA Coordinator.

s. The State will provide the following services to support the contractor:

(1) Inpatient medical or mental health care will be provided by the State.

(2) Offenders requiring on-going health or mental health services will be returned to a State facility.

(3) Offender will be returned to a State facility for dental care.

(4) Offender medication will be provided by the State and supply levels will be monitored by State employees. Offender must return to State facility for prescription renewals as required by the appropriate clinician.

t. Contractor must provide computers capable of access to the TDOC's Tennessee Offender Management Inventory System (TOMIS).

A.18. Program Requirements: The contractor shall develop partnerships with organizations and employers in the community that will assist the offender with transition to the community.

a. The contractor shall provide programming, subject to State approval, to address the issues identified in the offender's individual service plan.

b. Offender programming must be provided on-site by the contractor.

c. The contractor shall establish 12-step substance abuse support group meetings on site.

d. Volunteers may assist the contractor with program implementation with prior approval from the State.

(1) Service Plans- The contractor shall utilize the assessment instrument completed by the State in formulating an individual service plan for each offender.

(2) The service plan will be documented in a case file maintained by the contractor.

(3) The service plan will address issues identified in the assessment, including the following; Employment Readiness, Family reunification, to include facilitated group family visits, Life skills (including financial management, Instruction and testing opportunities for obtaining the Career Readiness Certificate through the Tennessee Department of Labor and Workforce Development, 12-step substance abuse support groups, Cognitive restructuring classes (criminal thinking, companions, and use of leisure time).

a. The service plan will identify the steps necessary for the offender to complete the plan.

b. A sample service plan shall be submitted and should demonstrate experience with the program's target population.

(4) Service Principles- All services should be rooted in evidence based practices and should focus on the body of research that has demonstrated success in reducing recidivism for offenders. Contractors should submit evidence of their knowledge and experience in delivering evidence based services. Program design and a sample offender schedule, that includes classes that address the primary programming as identified above, shall be submitted to the State for approval. Service schedules should demonstrate flexibility in class coverage for offenders with varying schedules to accommodate work and treatment schedules.

(5) Case Management- The contractor shall provide a case management component for each offender.

a. All case files shall be maintained by the contractor and are subject to inspection upon demand by the State.

b. The contractor's case managers shall act as part of the case management team to support the re-entry process.

c. The contractor's case managers shall be available at varying times to accommodate the work schedule of the offender. The contractor shall not hold offenders from work or other commitments relating to community reintegration to meet with the caseworker.

d. At a minimum, the contractor's case manager shall monitor the offender's participation in programs as defined in the assessment completed by the State.

e. The case manager shall assist State employees in the completion of a home plan.

f. The Contractor shall assist in monitoring the offender to ensure the offender is attending work and appointments as required.

g. Contractor must establish procedures for cashing State of Tennessee, Department of Correction trust fund checks for offenders. Procedures shall be approved by the State.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning **FEBRUARY 1, 2012**, and ending on **JANUARY 31, 2015**. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

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

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

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	**Amount** (per compensable increment)			
	2/01/2012 – 06/30/2012	07/01/2012 – 06/30/2013	07/01/2013 – 06/30/2014	07/01/2014 – 01/31/2015
Provision of Short Term Transitional Facility and Transitional Services for capacity of 30 inmates. Compensation shall be based upon the actual inmate population of the short term transitional facility.	$ Number per inmate per day	$ Number per inmate per day	$ Number per inmate per day	$ Number per inmate per day

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

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

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

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice Number (assigned by the Contractor)
(2) Invoice Date
(3) Contract Number (assigned by the State)
(4) Customer Account Name: TENNESSEE DEPARTMENT OF CORRECTION, FISCAL SERVICES
(5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
(6) Contractor Name
(7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
(8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
(9) Contractor Remittance Address
(10) Description of Delivered Service
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name & title as applicable) of each service invoiced
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
iv. Amount Due by Service
v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) only be submitted for completed service and shall not include any charge for future work;
(3) not include sales tax or shipping charges; and
(4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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

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

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract

and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and “Records” (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

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

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and

signed copy of the document at ATTACHMENT ONE, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*.

D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

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

Cyndi Taylor, Assistant to Assistant Commissioner
Department of Correction
6th Floor, Rachel Jackson Building
320 6th Avenue North
Nashville, Tennessee 37243-0465
Cynthia.J.Taylor@tn.gov
Telephone # 615.253.8093
FAX # 615.532.8281

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq*., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

(4) Professional Malpractice Liability with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

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

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

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

E.7. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

- The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State

for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);

b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;

d. any technical specifications provided to proposers during the procurement process to award this Contract;

e. the Contractor's proposal seeking this Contract

E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to **RFP-32901-31117** (Attachment 6.2, B.15.) and resulting in this Contract.

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

E.11. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

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

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

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

(1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.

(2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, **ATTACHMENT TWO** and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed

between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

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

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

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

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

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

b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:

DERRICK D. SCHOFIELD, COMMISSIONER **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	32901-31117
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

BREACHES AND ASSOCIATED LIQUIDATED DAMAGES

#	ISSUE	DAMAGES	FREQUENCY
1.	Failure to monitor, in accordance with the Operating Manual, offenders away from the center due to work, furlough, and other temporary absences. (A.7) (A.13.) (a.) (2)	$300.00	Per finding per offender affected
2.	Failure to provide board seven (7) days per week, twenty-four (24) hours per day, as described herein for all referred offenders. (A.17)	$200.00	Per day per referred offender
3.	Failure to notify the State by 8 A.M. of the next business day when an outside service provider has been used for health or mental health services. (A.17) (j) (1)	$50.00	Per occurrence
4.	Failure to conduct drug testing and breath analysis. (A.17) (m)	$50.00	Per occurrence
5.	Failure to provide viable transportation to meet offender needs in job search, employment, community resource appointments, and other areas that would allow for successful community reintegration. (A.17) (q)	$200.00	Per finding
6.	Failure to establish and offer a 12-step substance abuse support group meetings on-site within 30 days of contract start date. (A.18) (c)	$50.00	Per finding
7.	Failure to fill vacancy for program staff positions within 45 days. (A.11.) (e.)	$50.00	Per day
8.	Failure to provide and maintain 24-hour on-site coverage. (A.17.)	$300.00	Per occurrence
9.	Failure to perform physical count of inmates at least 3 times per day and report counts as required. (A.13.) (a.) (1.)	$100.00	Per occurrence

TDOC POLICIES

118.01
302.12
502.01
504.01
504.02
506.12
506.21

EXAMPLE
OPERATING MANUAL USED AT THE CHATTANOOGA CORRECTIONAL RELEASE CENTER

Chattanooga Female Transition Center

Operational Manual 2011

THIS IS AN EXAMPLE FOR INFORMATIONAL PURPOSES ONLY

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CR-Pending, Authorization for Direct Deposit of Work Release…… Q

General Count Procedure Information:

Tennessee Department of Correction count times are as follows:

- 5:30 AM (In-House)
- 11:00 AM
- 4:00 PM
- 10:30 PM

When calling in for the count procedures, **"CONTRACTOR"** staff shall provide the total number of bodies as well as fax in a list of offenders to The Tennessee Prison for Women.

'Out of Count' is those offenders who are at work, doctor's appointment, job interviews, etc. during count time.

'In-House Count' is the total number of inmates physically on-site at **"CONTRACTOR"** at the time of count.

Physical Count of Offenders Procedure

The following procedures shall be followed for the **5:30 AM** (In-House) Count:

- **"CONTRACTOR"** staff shall physically count offenders during the In-House count time.
- **"CONTRACTOR"** staff will complete the Daily Population Transaction Report, CR-2189 and the Tennessee Department of Correction Out Count form, CR-3084 if applicable.
- **"CONTRACTOR"** staff will keep Daily Population Transaction Report, CR-2189 and the Tennessee Department of Correction Out Count form on file.

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The following procedures shall be followed for the **11:00 AM**, **4:00 PM**, and **10:30 PM** count:

- If the offender is employed and is at work during count time, the supervisor (where the offender works) will call **"CONTRACTOR"** staff to report and verify offender's attendance. If the employer fails to do so by scheduled count times, **"CONTRACTOR"** staff shall contact the employer immediately to verify offender's attendance. **"CONTRACTOR"** staff will document 'WR' (Work Release) 'Transaction Code' on the Daily Population Transaction Report, CR-2189.

- For those offenders on site during count time, **"CONTRACTOR"** staff shall physically count offenders during the scheduled count time and document the count on the Daily Population Transaction Report, CR-2189.

- **"CONTRACTOR"** staff will complete the Daily Population Transaction Report, CR-2189 and fax it to the Tennessee Prison for Women's count room.

- **"CONTRACTOR"** staff shall call the Tennessee Prison for Women's count room to report and verify total number of offenders.

- Offenders who are employed in the community shall be considered 'Out of Count' and verified they are at work prior to any count time.

- Offenders who are considered 'Out of Count' shall be documented on the Tennessee Department of Correction 'Out Count' form, CR-3084. The form shall be faxed to the Tennessee Prison for Women's Count room along with the Daily Population Transaction Report, CR-2189.

---

*Tennessee Prison for Women Fax: 615-253-8646

*Tennessee Prison for Women Telephone: 615-741-1255 ext: 6210

**CR-3084, Tennessee Department of Correction Out Count form is located in Appendix B (Carbon Forms)*

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Procedures for reporting Escapes (TDOC and BOPP), Security Requirements (A.12)

Please review Tennessee Department of Correction Policy 506.12, Escapes

An offender is determined an escapee if the following occurs:

- Their documented 'Estimated Time Back' on **"CONTRACTOR"**'s Resident Sign In/Out Log exceeds two hours.
- The offender is not present for count time and cannot account for their whereabouts.

In the event of an escape, the following shall take place in conjunction with **"CONTRACTOR"** policy and procedures **immediately**:

- An emergency count be completed to confirm escaped offender.

- **"CONTRACTOR"** staff shall contact local law enforcement to report the escape.

- **"CONTRACTOR"** staff shall contact the Warden/Shift Commander of The Tennessee Prison for Women to report the escape:

  During normal business hours, 8:00 A.M. – 4:30 P.M.
  The Tennessee Prison for Women Shift Commander
  Office: 615-741-1255 ext: 1194

  After normal business hours, 4:30 PM-8:00 AM
  The Tennessee Prison for Women Shift Commander
  Office: 615-741-1255 ext: 1194

  The Next Door staff shall contact one of the following in instances the Warden/Shift Commander cannot be reached by phone:
  The Tennessee Prison for Women Central Control
  Office: 615-741-1255 ext: 6212

  Gil Mathis, Deputy Warden for Tennessee Prison for Women
  Office: 615-741-1255 ext: 7214
  Cell: 615-615-308-9794
  Gil.1.Mathis@tn.gov

  Jewel Steele, Warden for Tennessee Prison for Women
  Office: 615-741- 1255 ext: 7217
  Cell: 615-308-6953
  Jewel.L.Steele@tn.gov

- **"CONTRACTOR"** staff shall provide The Tennessee Prison for Women with the offender's TOMIS I.D. and name and circumstances of the escape.

- The Tennessee Prison for Women will utilize their Escape plan for TDOC offender to include contacting Tennessee Department of Correction Internal Affairs Division.

- The BOPP TC-PPO will notify Gayle Barbee, Director of Board Operations at the Board of Probation and Parole, with a copy to Debbie Williams, and provide the offender's TOMIS I.D. and name.

3
Use of Force (A.14)

Procedures for reporting use of force

"CONTRACTOR" staff shall only utilize use of force in instances of self-defense.

- When use of force for self-defense is required, the incident shall be reported to the Department of Correction.

- TND staff shall notify the Assistant Commissioner of Operations/Designee **and** the Assistant Commissioner of Rehabilitation/Designee by telephone immediately.

Rehabilitative Services Division:
Cynthia Taylor, Assistant Commissioner of Rehabilitative Services Designee
Office: 615-741-1000 ext: 8093
Cell: 615-210-6027
Cynthia.J.Taylor@tn.gov

Jim Cosby, Assistant Commissioner of Rehabilitative Services
Office: 615-741-1000 ext: 8260
Cell: 615-415-6166
Jim.Cosby@tn.gov

Operations Divisions:
Jewel Steele, Assistant Commissioner of Operations Designee
Office: 615-741- 1255 ext: 7217
Cell: 615-308-6953
Jewel.L.Steele@tn.gov

Reuben V. Hodge, Assistant Commissioner of Operations
Office: 615-741-1000 ext: 8171
Reuben.V.Hodge@tn.gov

- **"CONTRACTOR"** staff shall complete an 'Incidents' report on TOMIS screen LIBJ to detail circumstances, list those involved to include witnesses, describe any medical services provided, and whether or not local law enforcement was contacted. In the event TOMIS is down, an Incident form shall be complete and once TOMIS is restored, the 'Incident' shall be entered on TOMIS 'LIBJ.'

- Offenders who are injured in an incident as a result of the use of force shall be seen by a doctor and be provided treatment as determined necessary. **"CONTRACTOR"** staff shall utilize their 'Personal Injury Report' and maintain for offender's file. *Personal Injury Report located in Appendix C*

4
Incident Management and Offender Discipline (A.15)
Procedures for reporting all major rule violations

Procedures for reporting all major rule violations-Board of Probation and Parole
Class A and B violations

The BOPP TC-PPO will notify the IPPO at TPFW of the incident and the scheduled transport of the offender back to TPFW. The IPPO at TPFW will follow BOPP procedures for a pre parole rescission hearing.

Procedures for reporting all major rule violations-Tennessee Department of Correction Class A and B violations

"CONTRACTOR" staff shall review TDOC Policies, 502.01 Uniform Disciplinary Procedures and Policy, 502.05 Definitions of Disciplinary Offenses. **"CONTRACTOR"** staff shall not impose any disciplinary on a TDOC offender. The disciplinary shall be documented and recommendations made and routed to TPFW's Disciplinary Hearing Officer

In the event and offender should receive a Class A, B, or C disciplinary as defined in Policy, 502.05, the Tennessee Prison for Women's Disciplinary Hearing Officer shall be contacted **immediately**.

All major rule violations (Class A & B) **"CONTRACTOR"** shall:

- Contact the Tennessee Prison for Women to report the incident **and** schedule pickup of offender to be transported back to TPFW.
- Ask the offender to remain in their room until TPFW officers arrive to transport back to Tennessee Prison for Women.
- If an offender refuses to remain in their room until TPFW officers arrive to transport back to TPFW, **"CONTRACTOR"** staff shall complete a disciplinary recommendation on the offender for 'Refusal of Direct Order.'

  During normal business hours, 8:00 A.M. – 4:30 P.M.
  The Tennessee Prison for Women Shift Commander
  Office: 615-741-1255 ext: 1194
  After normal business hours, 4:30 PM-8:00 AM
  The Tennessee Prison for Women Shift Commander
  Office: 615-741-1255 ext: 1194

  The Next Door staff shall contact one of the following in instances the Warden/Shift Commander cannot be reached by phone:

  The Tennessee Prison for Women Central Control
  Office: 615-741-1255 ext: 6212

  Gil Mathis, Deputy Warden for Tennessee Prison for Women
  Office: 615-741-1255 ext: 7214
  Cell: 615-615-308-9794
  Gil.1.Mathis@tn.gov

  Jewel Steele, Warden for Tennessee Prison for Women
  Office: 615-741- 1255 ext: 7217
  Cell: 615-308-6953
  Jewel.L.Steele@tn.gov

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- Document incident in TOMIS 'LIBJ.' In the event TOMIS is down, an Incident form shall be complete. Once TOMIS is restored, the 'Incident' shall be entered on TOMIS 'LIBJ.'

In the event of an emergency (i.e. assault on staff/offender, attempted escape),**"CONTRACTOR"** shall:

- Contact local law enforcement to report incident.

- Contact the Tennessee Prison for Women to report the incident **and** schedule pickup of offender to be transported back to TPFW.

During normal business hours, 8:00 A.M. – 4:30 P.M.
Jewel Steele, Warden for Tennessee Prison for Women
Office: 615-741- 1255 ext: 7217
Cell: 615-308-6953
Jewel.L.Steele@tn.gov

After normal business hours, 4:30 PM-8:00 AM
The Tennessee Prison for Women Shift Commander
Office: 615-741-1255 ext: 1194

The Next Door staff shall contact one of the following in instances the Shift Commander cannot be reached by phone:

The Tennessee Prison for Women Central Control
Office: 615-741-1255 ext: 6212

Gil Mathis, Deputy Warden for Tennessee Prison for Women
Office: 615-741-1255 ext: 7214
Cell: 615-615-308-9794
Gil.1.Mathis@tn.gov

Jewel Steele, Warden for Tennessee Prison for Women
Office: 615-741- 1255 ext: 7217
Cell: 615-308-6953
Jewel.L.Steele@tn.gov

- Document incident in TOMIS 'LIBJ.' In the event TOMIS is down, an Incident form shall be complete. Once TOMIS is restored, the 'Incident' shall be entered on TOMIS 'LIBJ.'

6
The procedures for resolving minor infractions through an Informal Resolution process is outlined in **"CONTRACTOR"**'s in-house Policy, Learning Experience.

Learning Experience
Effective/Approved

date/initials:	04/01/10
Revised Date:	
Reference:	
Related:	
Keywords:	
Attachments:	

Policy

- Staff member shall complete a behavioral *Learning Experience (LE) form* to address any behavior that is inconsistent with recovery or with program guidelines
- *LE form* shall clearly identify behavior and / or program guideline that was not consistent with guidelines.
- LE form shall offer tools / assignments to address behavior based on each resident's individual needs and goals.
- Staff member will make a copy of the *LE form* and provide one copy to the resident and one copy to the case manager to be placed in resident file.
- Upon completing LE assignments, resident shall turn in completed work to staff member assigning LE.
- Staff may review completed LE with resident
- Staff member will place a copy of the completed LE assignment in resident file.

8. A TOMIS Incident report is not required to be entered for minor infractions.
9. Learning Experiences shall be documented on TOMIS 'LCDG.'

** Resident Behavioral Learning Experience Form located in Appendix D.*

7
General Service Requirements (A.16)

Medical Services

Prior to Transfer to **"CONTRACTOR"**
Female offenders who are eligible to attend **"CONTRACTOR"** will be provided the following by TDOC Medical Staff:

- A physical examination
- A mental health evaluation

- A 90 day supply of prescribed medication as needed

Medical Emergencies

In the event of a "life threatening" medical emergency, **"CONTRACTOR"** staff shall call 911 or take the offender directly to the closest emergency room for medical assessment and treatment.

In the event of a "life threatening" medical emergency, the following shall be contacted **immediately** once the offender has been transported to the closest emergency room:

Southeastern Tennessee State Regional Correctional Facility (STSRCF)

Shift Commander	423-881-3251, ext 3130

STSRCF security shall respond to emergency room admissions and remain with the offender until the offender is identified as stable and transportation can be scheduled for the offender to return back to TPFW.

In conjunction with notifying STSRCF's Shift Commander, the following shall be notified **immediately**:

During normal business hours, 8:00 A.M. – 4:30 P.M.:

Health Administrator	615-741-1255, ext. 7238
Director of Nursing	615-741-1255, ext. 7261

After normal business hours, 4:30 PM-8:00 AM:

Nurse Supervisor	615-741-1255, ext. 6210, 6212 or 1194
Health Administrator	615-879-3873
Director of Nursing	615-681-2365

*NOTE: In the event that you are unsuccessful in reaching any of the individuals listed above, please call Mr. Dwayne Phillips (Regional Manager for CMS) at 615-879-3877. **Please only contact Mr. Phillips if you are unable to make contact with staff at TPW.**

Before discharge from a hospital, TDOC medical staff will determine if the offender will need to be transported back to the Tennessee Prison for Women.

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Threats of Suicide

In the event a threat of suicide occurs the following shall take place in conjunction with **"CONTRACTOR"** policy and procedures:

1. **"CONTRACTOR"** shall contact 911 immediately while maintaining constant visual supervision of the offender until emergency medical staff arrives. Before discharge, TPFW will determine transportation of the offender back to the Tennessee Prison for Women.
2. **"CONTRACTOR"** staff shall contact TPFW to arrange transportation back to The Tennessee Prison for Women.
3. The BOPP TC-PPO will notify the IPPO supervisor and the IPPO at TPFW of the event and the scheduled transport.

During normal business hours, 8:00 A.M. – 4:30 P.M.:

Health Administrator	615-741-1255, ext. 7238
Director of Nursing	615-741-1255, ext. 7261
Warden	615-741-1255, ext. 7217

After normal business hours, 4:30 PM-8:00 AM:

Nurse Supervisor	615-741-1255, ext. 6210, 6212 or 1194
Health Administrator	615-879-3873
Director of Nursing	615-681-2365
Shift Commander	615-741-1255 ext. 1194

*NOTE: In the event that you are unsuccessful in reaching any of the individuals listed above, please call Mr. Dwayne Phillips (Regional Manager for CMS) at 615-879-3877. **Please only contact Mr. Phillips if you are unable to make contact with staff at TPW.**

Medication Management

TPFW's Health Service Administrator will alert **"CONTRACTOR"** staff when offender medication needs to be refilled. In the event an offender's medication supply is low (10 days before prescription is out), **and** **"CONTRACTOR"** staff has not been notified by TPFW's Health Service Administrator, **"CONTRACTOR"** staff shall contact the following person:

d. Tennessee Prison for Women's Health Service Administrator
Office: 615-741-1255 ext: 7238

Offender medication will be sent to **"CONTRACTOR"** via mail once the offender's prescription(s) have been approved.

Offender Medical/Mental Health Appointments

Offender medical/mental health appointments will be scheduled on an as needed basis through the Tennessee Prison for Women's Health Service Administrator. Offender appointments will be scheduled for the following reasons:

e. Dental appointments
f. Medication refills
g. Evaluation of medical/mental health condition

Non-Emergency Medical/Mental Health Appointments

In the event an offender is experiencing a non-emergency medical problem, the Tennessee Prison for Women's Health Service Administrator shall be contacted. After consultation with TPFW's Health Service Administrator and their on-site doctor/nurse, the HSA will instruct **"CONTRACTOR"** staff on how to proceed with offender care:

Provide on-site care instructions
Transportation to local clinic
Transportation to the local emergency room
Transportation back to the Tennessee Prison for Women

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In the event an offender is experiencing a non-emergency medical problem on a weekend, the Nurse Supervisor shall be contacted. Tennessee Prison for Women staff will set up transportation for the offender to be transported back to the Tennessee Prison for Women.

Offender Medication upon Release

One week prior to an offender's expiration of sentence or release by way of parole/probation, a notification will be sent by **"CONTRACTOR"** staff via e-mail to the Tennessee's Prison for Women's Health Service Administrator requesting a two week supply for release purposes. **A two week supply will only need to be requested if offender's medication is below a two week supply.**

Offender Medication upon Release-**Board of Probation and Parole**

The BOPP TC-PPO will be in communication with the BOPP FSW prior to an offender's release on parole so the BOPP FSW can work with the case management team to begin setting appointments for the offender.

Dispensing of Medication
"CONTRACTOR" staff shall assist medication daily as prescribed by TDOC Health Services. **"CONTRACTOR"** staff shall log the date, time, and amount of medication where assistance is provided on **"CONTRACTOR"**'s Medication Log sheet.

** The Next Door Medication Log form located in Appendix E.*

10
General Services Requirements (A.16)

Drug Testing and Breath Analysis

A minimum of two drug screens shall be conducted on every offender; one random, and one prior to the offender's release.

"CONTRACTOR" shall do the following in the event an offender tests positive on a drug or alcohol test:
1 Contact TPFW to schedule time and date of transfer back to Tennessee Prison for Women.

2 The BOPP TC-PPO will notify the IPPO at TPFW of the incident and the scheduled transport of the offender back to TPFW. The IPPO at TPFW will follow BOPP procedures for a pre-parole rescission hearing.

During normal business hours, 8:00 A.M. – 4:30 P.M.
The Tennessee Prison for Women Shift Commander
Office: 615-741-1255 ext: 1194

After normal business hours, 4:30 PM-8:00 AM
The Tennessee Prison for Women Shift Commander
Office: 615-741-1255 ext: 1194

The Next Door staff shall contact one of the following in instances the Shift Commander cannot be reached by phone:

The Tennessee Prison for Women Central Control
Office: 615-741-1255 ext: 6212

Gil Mathis, Deputy Warden for Tennessee Prison for Women
Office: 615-741-1255 ext: 7214
Cell: 615-615-308-9794
Gil.1.Mathis@tn.gov

Jewel Steele, Warden for Tennessee Prison for Women
Office: 615-741- 1255 ext: 7217
Cell: 615-308-6953
Jewel.L.Steele@tn.gov

3 Document incident on 'LIBJ.' In the event TOMIS is down, an Incident form shall be complete. Once TOMIS is restored, the 'Incident' shall be entered on TOMIS 'LIBJ.'

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The procedure for Drug and Alcohol Screening is outlined in **"CONTRACTOR"**'s in-house Policy, Drug & Alcohol Screening.

Drug & Alcohol Screening	
Effective/Approved date/initials:	04/01/10
Revised Date:	
Reference:	
Related:	
Keywords: UDS, drug screening, urine drug screen, alcohol screen, breathalyzer	
Attachments: UDS On Site Test Results, Voluntary Admission form, Breathalyzer Alcohol Screen	

Policy

- Program Staff shall have primary responsibility for conducting all urinary drug screens (UDS).
- UDS shall be conducted as follows:
  At least once per month
  Upon suspicion
- Program staff shall follow universal safety precautions at all times when conducting UDS.

- Program Staff shall maintain documentation and tracking information for all UDS.

- Refusal to submit to a UDS shall be considered a "positive" test result.

Procedure

If resident acknowledges drug use prior to testing:

- Resident completes Voluntary Admission form. *Voluntary Admission form located in Appendix F*
- Staff follows steps for conducting UDS, listed below, to document substances used by resident.
- Staff shall attach completed *On-Site Test Results* form to Voluntary Admission form. *On-site Test Results located in Appendix G*

Conducting urinary drug screen

1 UDS shall be conducted in private restroom in the following manner:
- Staff must have visual contact of residents at all times during the screening process.
- Residents shall be screened individually

2 Program staff shall follow all directions specific to brand of UDS to insure accurate results.

3 If resident is unable to provide UDS sample, she shall be provided with water and asked to wait a minimum of thirty (30) minutes before re-testing.

4 For negative test results:
- Staff complete *UDS On-Site Test Results* form.
- Both staff and resident sign and date form
- Staff shall dispose of UDS sample appropriately

5 For positive test results:
- Staff shall complete the On-Site Test Results form, including completion of Screening Results Log section indicating substance present in UDS.
- Staff shall contact The Tennessee Prison for Women to schedule time and date for transfer back to TPFW.
- Document incident on 'LIBJ'

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- UDS shall be sent off to lab for confirmation of positive screen.

Policy

Drug testing shall be performed routinely in order to promote TND's mission toward recovery and harm reduction. Drug/Alcohol screening should never be used to "confront" clients about use. Alcohol and Drug testing shall be performed randomly and consistently for all clients for whom abstinence is a condition of a program or otherwise mandated. Appropriate chain of custody procedures and attention to the purpose of drug testing are an integral part of training for all staff and must be applied as part of this procedure. Chain of Custody refers to the process of ensuring and providing documentation of proper specimen identification and handling from the time of collection to the receipt of laboratory results. If the results come under legal challenge, the specimen must have been handled according to chain of custody procedures exactly and accurately. The chain of custody protocol (typically part of the laboratory protocol) assures the specimen belongs to the individual whose information is printed on the specimen bottle label, no adulteration or tampering has taken

place, exactly who had possession of the specimen and when, how the specimen was transported and stored before it was analyzed, no unauthorized access to the specimen was possible, and the specimen was handled in a secure manner It is also the collector's job to complete the chain-of-custody form, which keeps track of where the specimen has been and who has handled it throughout the process.

Process/Procedure

1. The client Rights and Responsibilities form describes agency policies regarding urine drug screening and use of breathalyzers.
2. The initiator of the screen is responsible for the integrity and chain of custody testing of the specimen through adherence to these procedures.
3. Tests are accurate if they are done using the guidelines of the U.S. Department of Health and Human Services. The guidelines include:
   - A specific chain of custody to document handling and storing specimens;
   - A confirmatory test to rule out false positives; and
   - A review by a medical officer to ensure there are no medical or other reasons for a positive test.
4. UDS Collection:
   - All specimen collections should be done utilizing a secured restroom.
   - After completing the requisition and verifying the identification of the donor, collection begins.
   - The donor is asked to remove any unnecessary articles of clothing (coat, jacket, hat, etc.) and to leave any purse or other personal belongings he or she is carrying with the outer garments.
   - The collection container is then unsealed and given to the donor.
   - The donor is then informed that the sample must equal or exceed 30ml in order to perform the test properly, and they cannot wash their hands, flush the toilet, or run any water until the specimen temperature has been read and urine examined.
   - Collection of urine specimens must allow individual privacy unless there is reason to believe that a particular person may alter or substitute the specimen. If specimen collection is directly observed by a non-medical person, the person must be of the same gender as the donor.

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   - If the individual is unable to provide the minimum amount of urine, the collection site staff shall have the client drink up to 24 ounces of fluid and attempt to provide a sample within two hours. If the individual is unable to provide a complete sample at the end of that time, the test is stopped and the individual is sent for a medical evaluation to determine if there is a legitimate reason for failure to provide a specimen or there is a refusal to submit a specimen. The donor gives the specimen to the collector immediately upon leaving the restroom.
   - The following checks are then performed: volume of specimen, temperature of specimen (within 4 minutes of collection) and color of urine.
   - The collector inserts drug screening tool into the urine (closely following procedures outlined by the manufacturer) in the presence of the donor.
   - The collector immediately informs the donor of the preliminary result. If the screen is negative then the remaining procedures should be followed.

   However, if the screen is positive, the following steps should be taken:

1 If client does not indicate use, the collector should inquire about additional medical conditions or medications that could cause a false positive on the UDS. Consultation should occur with the Medical Officer to determine outcome.
2 If client does not indicate use and a historical baseline UDS does not support the medical/medication interaction as a potential cause for the positive result, the specimen must be sent to the off-site laboratory vendor for additional testing (see procedural steps below).

- The collector then places a lid on the bottle and uses the seal with the collection date to place over the cap to prevent reopening.
- The specimen is placed into a specimen box, along with the proper copies of the completed requisition forms and sealed. Note: This and the previous step are done in the donor's presence to maintain chain of custody. The donor receives her copy of the requisition form, and specimen is prepared for shipment.
- Inspect the chain of custody form to ensure that all sections are complete.
- Distribute the additional copies of the completed chain of custody form to the appropriate parties.

5. Breathalyzer Collection:

4 Staff shall ask resident if they have used alcohol prior to administering test.
5 If there is reasonable suspicion exists, staff shall administer breathalyzer test.
6 Staff shall record breathalyzer test result on Breathalyzer Alcohol Screen form.
Breathalyzer Alcohol Screen form located in Appendix H

7 Positive drug screens will result in dismissal from TND's program and the offender transferred back to Tennessee Prison for Women.

1 6. Results Review and Reporting: The specimen is screened for drugs or drug metabolites. If the screening test is positive, the test will be confirmed by a second, more exacting test.

14
General Services Requirements (A.16)

Pass Procedures
The Pass Procedures are outlined in **"CONTRACTOR"** In-house policy and procedure, Pass Request.

Pass Request	
Effective/Approved date/initials:	04/01/10
Revised Date:	
Reference:	
Related:	

Keywords:
Attachments: Pass Request, Resident Sign Out Log

Policy

1 Case Managers may approve resident to leave for an errand in two hour increments for the purpose of grocery shopping, picking up medications, job interviews, savings account withdrawal/deposit, etc. *Offender Pass Request located in Appendix I.*
2 Drug screens may occur after passes or errands, at staff discretion.
3 Residents are required to use the sign in/sign out log when attending work.
4 Case manager shall review the daily sign in/out log for the number of errands taken per week. *Sign In/Out form located in Appendix J.*
5 **"CONTRACTOR"** staff shall enter a TOMIS 'LIMD' movement upon arrival/departure.

15
General Requirements (A.16)

Visitation

The visitation procedures are outlined in **"CONTRACTOR"**'s in-house policy and procedure, Visitors.

"CONTRACTOR" shall only allow visitors that are approved and documented on TOMIS 'LIML.'

Visitors	
Effective/Approved date/initials:	04/01/10
Revised Date:	
Reference:	

Related:
Keywords:
Attachments:

Policy
All visitors shall be documented as approved on TOMIS 'LIML.'

Scheduled weekend visitation will occur a minimum twice per month on the first Saturday and the third Sunday of each month between the hours of 1 pm and
5 pm. An additional weekday visitation opportunity will occur one afternoon per week from 1pm to 5:00 pm. Visitation opportunities will occur on holidays and or the day directly preceding or following the holiday as staff are available. All TND staff are required to work one holiday per year. For holidays occurring on a Saturday, the day is observed on Friday and for holidays falling on a Sunday the day is observed on a Monday. Visitation requests must be approved no later than Wednesday at 8 pm of the week of visitation. Visitors will be limited to no more than 5 adults per resident per visitation day (children are not counted in the total visitor count per resident). All visitors must sign in and out on the Visitation Log and will not be granted facility access before 1 pm and may not remain in the facility after 5 pm. All visitors must remain in the designated visitor areas and may not enter the residential areas of the facility. All visitors must abide by the facility's No Smoking policy.
Visitors may not bring the following:
1 Food and/or beverages
2 Money to the offenders
3 Alcohol/Drugs
4 Tobacco

16
General Requirements (A.16)

Complaints/Grievances

Title VI complaints shall be mailed to:
Ken Locke, TDOC Title VI Coordinator
5th Floor Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN.
37243-0465

TDOC Grievances shall be mailed to:
TPFW Grievance Chairman
3881 Stewart's Lane
Nashville, TN.
37243-0468

BOPP Grievances shall be given to:
Angelia Montgomery
Board of Probation and Parole
404 James Robertson Parkway, Suite 1608
Nashville, TN 37243
615-253-5045

Prison Rape Elimination Act (PREA) complaints/grievances shall be mailed to:
Diane C. Moore, TDOC PREA Coordinator
6th Floor Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN.
37243-0465

"CONTRACTOR" shall provide a lock box for offender complaints/grievances.
If a complaint/grievance is unresolved to the satisfaction of the offender, they shall have access to file a formal grievance according to TDOC's Inmate Grievance Procedures Policy, 501.01.

***The Next Door staff shall maintain a copy of all complaints/grievances for review by the State upon request.**

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The Complaints/Grievances process is outlined in **"CONTRACTOR"** In-house policy and procedure, Complaints and Grievance Process.

Complaints and Grievance Process
Effective/Approved date/initials: 04/01/10
Revised Date:
Reference:
Related: incident reporting
Keywords: grievance, complaint, abuse/neglect
Attachments: client grievance form, grievance log

Purpose

To define the Complaints and Grievance Process to ensure that all clients/client representatives (clients) are free to voice inquiries/ comments/ concerns/ or expressions of dissatisfaction at any time and in a confidential, non-threatening manner without the fear of reprisal and in a manner that ensures the issue will be addressed by the appropriate person/department and the resolution communicated to the complainant.

Policy

TND is committed to ensuring that all appropriate safeguards are implemented to ensure that clients are free to voice comments related to care or services. The Grievance and Complaint processes will be utilized as mechanisms for assuring that comments are addressed in the manner stated above. All Grievances will adhere to guidelines set forth by regulatory bodies. This process may also include tracking of clients' expression of gratitude and compliments.

This mechanism provides an opportunity for a client to have his/her comments investigated as a Grievance or Complaint, and receive a response in a timely manner (48 hours).

1. The process for clients to file a Grievance/Complaint is posted in the facility.

2. All clients are provided with information regarding the Grievance and Complaint process at intake with copies of the policy and process included in the appropriate client handbook. All written information provided to clients related to their rights and the process is documented a reading level of no more than a sixth grade. Receipt of the handbook is documented by client and witness signature, which is maintained in the resident's record.

3. All staff is trained to solve minor concerns and complaints at the time one is voiced. If unsatisfied with action taken by staff, clients are encouraged to proceed as follows:

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If a resident believes she has received unsatisfactory services at TND she has the right to file a grievance, in writing, to the Program Director. If the resident is unsatisfied with the Program Director's resolution, **"CONTRACTOR"** will provide a lock box for resident's complaints/grievances. If a complaint/grievance is unresolved to the satisfaction of the resident, they shall have access to file a formal grievance according to TDOC's Inmate Grievance Procedures Policy, 501.01

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Program Requirements (A.17)

The "Contractor" transitional living program consists of six levels:

Mapping (O)	Residents enter into the program. During this level, residents are beginning to get acquainted with the staff and residents, learning the guidelines for community living and seeking employment.
Reflection (1)	Resident are employed, they have a sponsor and have the option to attend weekly 12-step meetings.
Grounding (2)	Residents are steadily employed, attending weekly meetings and are contributing positively to the community.
Action (3)	Residents begin working on a transition plan while maintaining responsibilities met in previous levels. They also serve as mentors/leaders in the community and attend outside meetings each week.

Preservation (4) Residents are continuing to work on their transition plan while mentoring to give back to the community, attending weekly meetings and planning for their re-entry into independent living.

Maintenance (LRM) Lifetime Recovery Management is for all former participants of TND. The program consists of a continuing plan of care that is individualized and designed to facilitate successful transition back into the community. LRM can include group and individual counseling, case management, drug screening, referrals, home visits, and the opportunity to participate in a Graduate Savings Match Program to assist with deposits for utilities, housing, etc.

Residents will petition to progress to the next level upon completion of accomplishments with the assistance of their case manager. The final decision is at the treatment team's discretion

The program level documents located in Appendix K-O.

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Release Procedures

All Tennessee Department of Correction preliminary release paperwork and notifications for TDOC expiration of sentence and parole/probation will continue to be completed by the Tennessee Prison for Women staff. The Transitional Center Parole/Probation Officer will assist TDOC and **"CONTRACTOR"** with the release process for those offenders who are expiring their TDOC sentence as well as those offenders who will be released by way of parole/probation.

Offender Expiration of Sentence
The Tennessee Prison for Women's Inmate Records office shall continue to comply with Policy 511.03, Release Procedures.

TPFW Inmate Records Staff shall notify the TC-PPO and **"CONTRACTOR"** staff 3-5 days prior to offender's expiration date. TPFW Inmate Record's Office will prepare and send the following to **"CONTRACTOR"**:

- Letter of Expiration (e-mailed to the TC-PPO/**"CONTRACTOR"** Staff)
- Letter of Discharge (Will require signature from offender)

No offender shall be released until the Letter of Expiration has been e-mailed to the TC-PPO or **"CONTRACTOR"** staff. Offenders will not be released prior to 1:00 PM (CST).

On the offender's release date, the TC-PPO shall verify the correct offender is released in the following manner:

- Compare face sheet and I.D. card to the released offender.
- Ask offender to cite their TDOC number and date of birth prior to release.
- Present release paperwork to the offender for all required signatures.
- Return TDOC offender identification card and release paperwork back to TPFW Inmate Record's Office:

Inmate Record's Supervisor
Inmate Record's Department
3881 Stewart's Lane
Nashville, TN.
37243-0468

The TC-PPO or **"CONTRACTOR"** Staff shall call and e-mail TPFW's count room to alert them of the offender's release for the purpose of entering the LIMD movement. A TOMIS 'LCDG' Contact Note shall be made stating offender received release paperwork.

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Expiration of Sentence-Weekend Release

If an offender's expiration of sentence falls on a weekend, TPFW Inmate Records office will contact the TC-PPO and **"CONTRACTOR"** staff 3-5 days prior to offender's expiration date. TPFW Inmate Record's Office will prepare and send the following to **"CONTRACTOR"**:

- Letter of Expiration (E-mailed to the TC-PPO/**"CONTRACTOR"** staff)
- Letter of Discharge (Will require signature from offender)

The TC-PPO will verify offender's release prior to the Saturday or Sunday of offender's expiration date. **On the date of the offender's expiration, The Next Door staff shall contact TPFW's Count Room prior to releasing the inmate to verify the offender's expiration date on TOMIS screen LCLA.** A TOMIS 'LCDG' Contact Note shall be made stating offender received release paperwork.

Once the offender's expiration date has been verified through TPFW's Count Room, **"CONTRACTOR"** staff shall present the offender with:

1 Letter of Discharge (Will need signature from offender)

For weekend releases, **"CONTRACTOR"** staff shall call **and** e-mail TPFW's count room to alert them of the offender's release for the purpose of entering the LIMD movement. A TOMIS 'LCDG' Contact Note shall be made stating offender received release paperwork.

Offender Parole/Probation

The Tennessee Prison for Women's Inmate Records office shall continue to comply with Policy 511.03, Release Procedures.

TPFW Inmate Records Staff shall notify the TC-PPO and **"CONTRACTOR"** staff 3-5 days prior to offender's parole date.

On the offender's release date, the TC-PPO shall verify the correct offender is released in the following manner:

1 Compare face sheet and I.D. card to the released offender.
2 Ask offender to cite their TDOC number and date of birth prior to release.
3 Present release paperwork to the offender for all required signatures.
4 Execute the offender's parole certificate in accordance with BOPP Policy 702.34
5 Return TDOC offender identification card and release paperwork back to TPFW Inmate Record's Office:

Inmate Records Supervisor
Inmate Records Department
3881 Stewart's Lane
Nashville, TN.
37243-0468

The TC-PPO or **"CONTRACTOR"** Staff shall call and e-mail TPFW's count room to alert them of the offender's release for the purpose of entering the LIMD movement. A TOMIS 'LCDG' Contact Note shall be made stating offender received release paperwork.

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Trust Fund

Prior to transfer to **"CONTRACTOR"**:
The following shall occur prior to the offender transfer to **"CONTRACTOR"**:
Offender shall complete a CR-2727, Personal Withdrawal Request and can withdrawal up to $100 dollars from trust fund account for the purpose of establishing a free world savings account upon arrival at **"CONTRACTOR"**.
A withdrawal may only occur if available funds are present.
As cited in Policy 208.01 (O), Inmate Trust Fund Accounts, the offender must receive prior written approval to open a personal savings account.

Upon Arrival to **"CONTRACTOR"**:
"CONTRACTOR" staff shall assist the offender in establishing a free-world savings account within five business days *only if available funds are present*. Once the savings account has been established, a copy of the offender's savings account shall be mailed to:
Tennessee Prison for Women
Trust Fund Department
3881 Stewart's Lane
Nashville, TN.
37243-0468
When establishing a free world savings account, the offender must use the Tennessee Prison for Women's address as their home address.

Employed by TDOC while at **"CONTRACTOR"**:
Tennessee Prison for Women Trust Fund Department is responsible for ensuring mandatory fees are deducted as cited in Policy, 208.01, Inmate Trust Fund Accounts.

Once the offender is paid, the following will occur:
1 Once per month, TPFW Trust Fund Department will send 30% of offender's pay back to **"CONTRACTOR"** for deposit into the offender's free world savings account.
2 30% gross of offender's paycheck will be mailed back to **"CONTRACTOR"** only if available funds are present.
3 **"CONTRACTOR"** staff shall assist the offender in depositing, withdrawals, and monthly bank statements.
4 **"CONTRACTOR"** staff shall maintain copies of offender's deposits, withdrawals, and monthly bank statements in offender's file.
5 A copy of the offender's monthly bank statements shall be mailed to:
Tennessee Prison for Women
Trust Fund Department
3881 Stewart's Lane
Nashville, TN.
37243-0468

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Offender Withdrawal from TDOC Trust Fund
An offender requesting to withdrawal from their TDOC trust fund account must complete a CR-2727, Personal Withdrawal Request. The offender must mail the request and a stamped self addressed envelope to:
Tennessee Prison for Women
Trust Fund Department
3881 Stewart's Lane
Nashville, TN.
37243-0468
A CR-2727 may be scanned and e-mailed to Alice.C.Butler@tn.gov for quicker processing. The offender must still mail a self addressed envelope with a stamp to TPFW's Trust Fund Department. A receipt will sent back to the offender upon withdrawal request.

Cr-2727 is located in Appendix P.

Offender Withdrawal from Free World Savings Account
Upon any withdrawal an offender requests from her free world savings account, a copy of the transaction must be mailed to:
Tennessee Prison for Women
Trust Fund Department
3881 Stewart's Lane
Nashville, TN.
37243-0468

Work Release Employment:
To apply for direct deposit, the offender shall submit an Authorization for Direct Deposit of Work Release Inmates form. *CR-pending located in Appendix Q.*

The account number is determined as follows:
The first two grey shaded blocks are for the institution allotment code.
The last six grey shaded blocks are the inmate's TOMIS ID.
The offender will submit the original to the employer and **"CONTRACTOR"** staff shall make three (3) copies:
One copy shall be sent to TPFW's Trust Fund Department,
One copy to for **"CONTRACTOR"** staff
One copy for the offender.

Work Release Employment without Direct Deposit
Upon offender receiving their paycheck, the following shall occur:
Offender shall give the paycheck to **"CONTRACTOR"** staff.
"CONTRACTOR" staff shall mail the paycheck to TPFW's Trust Fund Department:
Tennessee Prison for Women
Trust Fund Department
3881 Stewart's Lane
Nashville, TN.
37243-0468
Offender's paycheck shall be deposited into TDOC trust fund account.
Once per month, 30% gross of paycheck shall be mailed back to **"CONTRACTOR"**.

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30% gross of the paycheck will be mailed back to **"CONTRACTOR"** only if available funds are present.
"CONTRACTOR" staff shall assist the offender in depositing money into her free world savings account.

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Offender Mail

“CONTRACTOR” staff shall inspect all incoming mail and packages for unauthorized materials such as knives or weapons of any kind. Also, any drugs or medications that are not on the approved list.

“CONTRACTOR” staff shall deliver all mail and packages to the offender within 24 hours.

Any money or money orders shall be routed back to the TPFW’s Trust Fund Department.

Contraband will be handled and disposed of in accordance with Tennessee Department of Correction Policy, 506.15.

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Offender Property

The offender will not be allowed to take back any property accrued while in **"CONTRACTOR"** program if she receives a Class A or B disciplinary as defined in TDOC Policy, 502.05.

Only property listed on TOMIS 'LIBN' will only be allowed to be transferred back with the offender to TPFW.

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