



STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

SOLICITATION # 34571-01710

PROFESSIONAL SERVICE SOLICITATION FOR
MEDICAL CONSULTANT SERVICES

1. **INTRODUCTION**

The state intends to award one (1) or more contracts for Medical Consultant Services, such that the number of contracts awarded is sufficient to meet the State's anticipated requisite volume of disability assessment summary completions. The anticipated number of assessment summaries for each year of this procurement is 115,000.

2. **SCOPE OF SERVICE, CONTRACT PERIOD, TERMS AND CONDITIONS**

The *Pro Forma* Contract (Solicitation Attachment 1) represents the contract document that the contractor selected by the state must sign.

3. **PROCUREMENT SCHEDULE**

The state reserves the right, at its sole discretion, to adjust the procurement schedule as necessary. The following table represents the best estimate of the schedule that will be followed.

EVENT	TIME (central time)	DATE
1. State Issues Solicitation		January 8, 2010
2. RESPONSE DEADLINE	2:00 p.m.	January 15, 2010
3. State Identifies Responsive & Responsible Solicitation Responses		January 21, 2010
4. State Identifies the Best, Responsive & Responsible Cost Offer		January 22, 2010
5. State Releases Award Notification	2:00 p.m.	January 25, 2010
6. Contract Signing		February 4, 2010
7. Contractor Signature Deadline	2:00 p.m.	February 5, 2010
The state reserves the right, at its sole discretion, to amend or cancel this solicitation at any time.		

4. **RESPONSE REQUIREMENTS**

An offer in response to this solicitation must consist of two parts, *Qualifications Evidence* (including any supporting documentation) and *Cost Offer*, exactly as specified below.

4.1. **Qualifications Evidence.** The Qualification Evidence and supporting documentation must detail responses or provide documentation as required to address each of the following requirements (of the potential contractor or potential contractor's employees as applicable):

- a. Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the contact person regarding the offer.

- b. Submit a *Statement of Certifications and Assurances* document (Solicitation Attachment 2) completed and signed by an individual empowered to bind the Offeror to the provisions of this solicitation and any resulting contract. The document must be signed without exception or qualification.
 - c. Submit a *Conflict of Interest Attestation* document (Attachment 3), signed by an individual empowered to bind the Offeror to the provisions of this solicitation and any resulting contract.
 - d. Documentation of a current medical professional license in the State of Tennessee.
 - e. Documentation of the year and state in which the Offeror completed mandatory Social Security Administration training to review disability claims.
 - f. Submit a *Commitment to Perform Contract Duties* document (Attachment 4), signed by the Offeror, confirming the commitment to perform contract duties a minimum of three hundred (300) hours every quarter for the duration of the contract.
- 4.2. **Cost Offer.** The Cost Offer must be in the form of a completed, exact copy of the *Cost Offer* document (Attachment 5).

NOTICE: The Cost Offer must incorporate ALL costs for services under the contract for the total contract period, and it must record the proposed price of the subject service exactly as required by the Cost Offer document and must NOT record any other rates, amounts, or information.

5. RESPONSE SUBMISSION FORMAT AND DELIVERY

5.1. SUBMISSION FORMAT

- 5.1.1. The Qualifications Evidence outlined above in items 4.1.a-f. must be submitted to the State in the following form:
- 5.1.2. One (1) original and three (3) copies (appropriately labeled as “Original” and “Copy 1 of 3,” “Copy 2 of 3,” etc.) must be placed in one sealed envelope labeled “**Qualifications Evidence—Solicitation #: 34571-01710**” and stating the legal name of the entity submitting the solicitation response. **Do not include the hard copy Cost Offer or any cost information.**
- 5.1.3. One (1) completed, exact copy of the Cost Offer must be submitted in a **separate sealed envelope** labeled “**Cost Offer—Solicitation #: 34571-01710**” and stating the legal name of the entity submitting the solicitation response.
- 5.1.4. If the Offeror encloses the separately sealed Qualification Evidence and Cost Offer documents (as detailed above) in a larger package for mailing, the Offeror must clearly mark the outermost package:
“Contains Separately Sealed Qualification Evidence and Cost Offer for Solicitation # 34571-01710”
- 5.1.5. Any information in addition to that which is explicitly required in 4.1. and 4.2. above will be considered extraneous and not reviewed or evaluated.

5.2. RESPONSE DELIVERY

No later than the response deadline detailed in procurement schedule above, a potential contractor must deliver to the state ALL documentation required for both the *Qualifications Evidence* and the *Cost Offer* components of an offer in response to this solicitation. It must be delivered to:

Ella Carroll, Procurement Coordinator
Contract Performance and Administration

Tennessee Department of Human Services
400 Deaderick Street.
11th Floor, Citizens Plaza Building
Nashville, TN 37243-1403
RFX.DHS@tn.gov
Phone # (615) 313-4706
Fax # (615) 313-5356

Responses may not be submitted via e-mail or facsimile transmission.

6. EVALUATION PROCESS

A team of at least three procuring agency employees will review the *Qualifications Evidence* and any supporting documentation submitted with each offer. For an offer to be acceptable and eligible for contract award, the evaluators must determine that it documents that the Offeror meets minimum qualifications and requirements specified by the solicitation and is, at least, minimally acceptable as a contractor for the subject services. The procurement coordinator will document, in writing for the procurement file, any evaluator determinations that an Offeror is not minimally acceptable for further evaluation and the specific reasons thereof. The procurement coordinator will review the *Cost Offer* submitted by each Offeror deemed acceptable for contract award by evaluators to assess whether it complies, without qualification, with solicitation instructions. The procurement coordinator will identify the responsive, responsible *Cost Offer* indicating the lowest cost to the state. The procuring agency will award the contract to the individual or entity making said offer indicating the lowest cost to the state. In the event that two or more *Cost Offers* indicate the same cost to the state, the procurement coordinator will request a best and final *Cost Offer* from the tied Offerors. Should a second tie result, the contract award shall be decided by chance.

7. GENERAL INFORMATION

- 7.1. **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 solicitation or in the employment practices of the contractor on the grounds of 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 solicitation shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 7.2. **Conflict of Interest.** For the purposes of applying these requirements, the state will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid. This solicitation shall not result in a contract with:
- an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - 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 or official 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); or,
 - a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official 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.
- 7.3. **Disclosure of Response Contents.** All materials submitted to the state in response to this solicitation become the property of the State of Tennessee. Selection for award does not affect this right. Upon completion of evaluations, indicated by the award notification (refer to the

Procurement Schedule), the full contents and associated documents submitted in response to this solicitation will be open for review by the public. By submitting a response to this solicitation, a potential contractor acknowledges and accepts that the full contents and associated documents submitted in response to this solicitation will become open to public inspection.

- 7.4. **Communication.** Any communication regarding this Professional Service Solicitation for Medical Consultant Services must be directed in writing to the procurement coordinator via e-mail at: RFX.DHS@tn.gov and reference RFS # 34571-01710 in the subject line.

SOLICITATION # 34571-01710
ATTACHMENT 1 –PRO FORMA CONTRACT

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the "Contractor," is for the provision of Medical Consultant Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is an individual,
Contractor Federal Employer Identification or Social Security Number: ID NUMBER

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall provide medical or psychological assessments, as required by the Social Security Administration ("SSA"), of disability claims furnished by the State.
- A.3. The Contractor shall assess all types of disability claims according to the standards set forth in the SSA's Program Operations Manual for the Evaluation of Social Security Disability Claims (POMS) and Disability Evaluation under Social Security ("listings book"). The State will make available a copy of POMS and other pertinent documents of the Social Security Disability program to Contractor, and shall make available copies of all amendments, revisions, or supplements to POMS and other documents.
- A.4. All disability assessments, as required by SSA, shall be made in accordance with policies and procedures contained in POMS, all SSA rulings, memoranda and guidelines and all Disability Determination Services' (DDS) guidelines.
- A.5. The Contractor agrees to adhere to all policies and procedures referred to in A.4. in the provision of services to the State without deviation, substitution of judgment or evidence of bias in the assessment of disability claims. The DDS Director's finding of Contractor non-adherence to policy and procedure shall constitute a breach of this Contract and shall result in cancellation of this Contract by the State.
- A.6. On assessment forms specified by SSA and DDS policy, the Contractor shall provide pertinent medical or psychological findings establishing a causative relationship with the disability claimant's overall functioning and shall address all issues required in section A.4. As required by policies of section A.4., the Contractor shall make telephone calls to medical sources and other appropriate sources to obtain medical documentation necessary to resolve inadequacies or inconsistencies related to the claim. The Contractor shall, as an integral part of providing complete written/and or electronic assessments, as required by SSA, complete all necessary reports, including summaries of telephone contact, and prepare any other State-required summaries and forms.
- A.7. When inadequacies or inconsistencies in a claim cannot be resolved by telephone contact, the Contractor shall provide a written recommendation to the State to correct them. The Contractor shall furnish this recommendation as an "Insufficient Evidence Assessment."
- A.8. The Contractor may provide services at such times as the Contractor may decide. Security access to the State's office is from the hours of 6:00 a.m. to 9:00 p.m., seven (7) days per week. The parties may agree upon other hours of access. On a monthly basis, the Contractor shall

furnish to the State a work schedule listing which days the Contractor will work and which hours of such days the Contractor will work during the hours of 6:00 a.m. to 9:00 p.m., with a minimum of seventy-five percent (75%) of such hours to be during the core state working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, for the purpose of ensuring verbal case consultation services will be available on a routine basis in the State office.

- A.9. As necessary, the Contractor shall provide verbal case consultation services and shall provide approval of program forms and/or related services. Upon request, the Contractor shall also provide mentoring or training to State employees or to other DDS Contractors in disability assessment regulations.
- A.10. Based on availability, the Contractor shall solely determine how many cases he or she shall review at any one (1) time, but all cases received by the Contractor must be reviewed, evaluated, and returned to the workflow of cases within forty-eight (48) hours. The State may determine to make no additional cases available to Contractor for review until all cases previously made available have been reviewed and evaluated. The Contractor agrees that any case(s) on which he or she has begun work, but has/have not signed as finished, may be reassigned to another consultant if the Contractor is not available for consultation services at the State's offices for two (2) or more consecutive business days. The Contractor also agrees that he or she forfeits the right to payment on a case that is reassigned.
- A.11. The Contractor shall submit approved case activity and chargeable time shown in actual hours and/or minutes. The documentation shall list the claimant's name, Social Security number, date claim was received, and date approved services were completed.
- A.12. The Contractor shall re-evaluate, at no additional charge to the State, any written and/or electronic disability assessment, as required by SSA, which they have completed, but which is subsequently returned as a result of DDS supervisory/management and quality assurance staff or federal review when such assessment has contributed, or could contribute, to a Group I, II, or III documentation, decisional, onset or technical deficiency as defined in POMS DI 30005.001—30005.127.
- A.13. The Contractor agrees to periodic monitoring in order to maintain accurate, complete and timely disability assessment as specified in sections A.4. through A.7. If this monitoring establishes that the Contractor's disability assessments contain errors greater than five percent (5%) of assessments, DDS management will either give the Contractor at least fifteen (15) days' written notice of planned termination of this Contract as specified in section D.3, or at its option, provide a period of re-orientation with further monitoring. DDS management shall determine the duration and conditions of such re-orientation, and at its conclusion, decide whether the Contractor is to be retained under this Contract. The categories and volume of authorized services during this minimum fifteen (15) day period cannot be guaranteed by the State.
- A.14. The Contractor agrees to attend all meetings required by the State in order to clarify any changes in Social Security disability regulations.
- A.15. The Contractor agrees to provide medical or psychological expertise for Special Projects that may be assigned by the State at its discretion.
- A.16. Upon request, the Contractor shall accept assignment to provide end-of-line claim review and signature on the Disability Determination and Transmittal form in compliance with relevant POMS sections and at the hourly pay rate cited in Section C.3.
- A.17. Upon request, the Contractor may accept assignment as Chief Medical Contractor or Chief Psychological Contractor, and shall provide special training, monitoring and mentoring regarding medical or psychological disability regulations and related information as follows:
 - a. Plans, organizes and presents training for both new and experienced claims examiners and medical or psychological contractors to facilitate compliance with Social Security disability regulations.

- b. Reviews and furnishes complete, correct written and/or electronic assessments, as required by SSA, on appropriate forms during periods of backlogs or as the result of consultation.
- c. Assists in monitoring the assessments of medical or psychological contractors and provides individualized training as needed, coordinating such activity with DDS staff.
- d. Assists DDS management in mediating medical opinion issues between DDS staff and medical or psychological contractors and between DDS staff and SSA.
- e. Assists DDS Professional Relations Officers as needed in on-site visits to offices of consultative examination providers.
- f. Establishes and maintains effective working relationships with Tennessee medical or psychological community, and helps carry out appropriate medical relations activities.
- g. Represents DDS in special meetings as required.
- h. Furnishes other related services deemed by DDS management as necessary and appropriate, and as agreed upon by both the State and the Contractor.

A.18. The Contractor shall furnish proof of current Tennessee Medical Doctor or Psychologist license/registration and update such proof as it is periodically renewed. If proof of renewal is not furnished timely, the Contractor will not be supplied claims files or other work opportunities until such proof is furnished. The Contractor shall notify the DDS staff within five (5) working days if their license to practice becomes limited, suspended or revoked. The Contractor is responsible for complying with the continuing education requirements for its profession.

A.19. The Contractor agrees to perform the duties set forth herewith in Section A for a minimum of three hundred (300) hours every quarter. The hourly requirement will be reduced by the number of state holidays within the quarter. Failure to work the specified number of hours may result in termination of the contract.

A.20. Prior to March 1, 2010, the Contractor shall successfully complete and pass a criminal background check according to the instructions provided by the State. In subsequent years of this Contract, the Contractor shall provide to the State, no later than July 1, in a form and substance acceptable to the State, certification that their status since the initial criminal background check has not changed.

A.21. While the State agrees to supply disability claims files to the Contractor for review and written and/or electronic assessment, as required by SSA, due to variations in volume of disability applications, the State cannot guarantee any specific number or types of claims which shall be available for review

A.22. The State agrees to communicate changes in disability criteria, which shall enable the Contractor to maintain an effective working knowledge of Social Security disability concepts.

A.23. The State will provide office space, telephone service, forms and supplies, and equipment for use by the Contractor.

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period commencing on February 15, 2010 and ending on June 30, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified 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 the Service and all of the Contractor's

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)		
	Tier I (Based on the completion of 1 to 125 cases during the month)	Tier II (Based on the completion of 126 to 225 cases during the month)	Tier III (Based on the completion of 226 or more cases during the month)
Full Disability Assessment Summary (including Examiner Supplemented)	\$ NUMBER each	A rate equal to the Tier I rate plus one dollar (\$1.00)	A rate equal to the Tier I rate plus three dollars (\$3.00)
Consultation	\$ NUMBER per HOUR	A rate equal to the Tier I rate plus one dollar (\$1.00)	A rate equal to the Tier I rate plus two dollars (\$2.00)
End of Line Claims Review and Approval Signatures on Transmittal Forms	A rate equal to 65.5% per cent of the Tier I rate for Consultation	A rate equal to 65.5% per cent of the Tier II rate for Consultation	A rate equal to 65.5% per cent of the Tier III rate for Consultation
Review of Examiner Proposed Assessment with Corrections and Approval	A rate equal to 75% of the Tier I rate for Full Disability Assessment Summary	A rate equal to 75% of the Tier II rate for Full Disability Assessment Summary	A rate equal to 75% of the Tier III rate for Full Disability Assessment Summary
Training of DDS Medical Consultants or Staff	A rate equal to 112% per cent of the Tier I rate for Consultation	A rate equal to 112% per cent of the Tier II rate for Consultation	A rate equal to 112% per cent of the Tier III rate for Consultation
Chief Medical/Chief Psychological Consultant Services	A rate equal to 125% per cent of the Tier I rate for Consultation	A rate equal to 125% per cent of the Tier II rate for Consultation	A rate equal to 125% per cent of the Tier III rate for Consultation

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.

- d. For services performed from March 1, 2010 through June 30, 2010, the Contractor shall be compensated based upon the applicable payment rates in Section C.3.b. above, but allowing the State, at its discretion, to increase the rate for compensation each year by an amount not to exceed the percentage, if any, of legislated across-the-board salary increases for all State of Tennessee employees.
- 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 as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:
- Tennessee Department of Human Services
Disability Determination Services Section
Plaza Tower—3rd Floor
200 Athens Way
Nashville, TN 37228
- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice Date;
 - (2) Invoice Period (period to which all invoiced charges are applicable);
 - (3) Contract Number (assigned by the State to this Contract);
 - (4) Account Name: Tennessee Department of Human Services, Division of Vocational Rehabilitation; Disability Determination Section
 - (5) Contractor Name;
 - (6) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (7) Contractor Remittance Address;
 - (8) 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; and
 - iii. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State 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) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- 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. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor 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). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- 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 fifteen (15) days written notice before the effective termination date. The Contractor shall be entitled to receive 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.
- 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.
- 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 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. 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.9. 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.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. 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.12. 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.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. 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.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. 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.17. 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.18. 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.19. 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:

Kelly Long, Contract Services Supervisor
 Tennessee Department of Human Services
 200 Athens Way
 Plaza Tower—3rd Floor
 Nashville, TN 37228
Kelly.Long@tn.gov
 Telephone # (615) 743-7843
 FAX # (615) 253-1779

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
 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 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. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

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. 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.8. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

DEPARTMENT OF HUMAN SERVICES:

VIRGINIA T. LODGE, COMMISSIONER

DATE

SOLICITATION # 34571-01710
ATTACHMENT 2 – STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

1. The Offeror will provide all services as defined in the of the solicitation's *pro forma* contract scope of services for the total contract period.
2. The Offeror accepts and agrees to all terms and conditions set out in the solicitation's *pro forma* contract.
3. The Offeror acknowledges and agrees that a contract resulting from the solicitation may incorporate, by reference, all information provided in response to the solicitation as a part of the contract.
4. The Offeror 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.
5. To the knowledge of the undersigned, the information detailed within the information submitted in response to the solicitation is accurate.
6. The information submitted in response to the solicitation was independently prepared, without collusion, under penalty of perjury.
7. 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 Offeror in connection with the solicitation or any resulting contract.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the Offeror to any contract awarded pursuant to the solicitation. If the signatory is not the Offeror (if an individual) or the Offeror's President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the Offeror.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE INDIVIDUAL OR ENTITY MAKING AN OFFER IN RESPONSE TO THE SUBJECT SOLICITATION

OFFEROR SIGNATURE:

PRINTED NAME & TITLE:

DATE:

OFFEROR LEGAL ENTITY NAME:

OFFEROR FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

SOLICITATION # 34571-01710
ATTACHMENT 3-CONFLICT OF INTEREST ATTESTATION

Based upon reasonable inquiry, neither the Offeror nor any individual who shall perform work under a contract resulting from this solicitation has a possible conflict of interest (e.g., employment by the State of Tennessee).

Signature

Date

SOLICITATION # 34571-01710
ATTACHMENT 4- COMMITMENT TO PERFORM CONTRACT DUTIES

By signing this Commitment to Perform Contract Duties, below, the Offeror is confirming his/her commitment to perform contract duties a minimum of three hundred (300) hours every quarter for the duration of the contract.

Signature

Date

**SOLICITATION # 34571-01710
ATTACHMENT 5 – COST OFFER**

NOTICE: This Cost Offer MUST be completed EXACTLY as required.

The Cost Offer, detailed below, shall indicate the proposed price for providing all services as defined in the *Pro Forma Contract Scope of Services* for the total contract period. The Cost Offer shall remain valid for 180 days subsequent to the date of the Cost Offer opening and thereafter in accordance with any contract resulting from this procurement. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The Offeror shall propose an amount for a Tier I Disability Assessment Summary not to exceed \$32.00 per case. The Offeror shall propose an amount for Tier I Consultation Services not to exceed \$58 per hour.

OFFEROR SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
OFFEROR LEGAL ENTITY NAME:	

NOTE: This document must be signed, in the space above, by an individual empowered to bind the Offeror to the provisions of any contract awarded pursuant to this solicitation.

Cost Item Description	Offered Cost	State Use Only
Tier 1 Full Disability Assessment Summary (including Examiner Supplemented)	\$ ____/per case	
Tier 1 Consultation Services	\$ ____/per hour	
<i>The state will use this sum to determine the Cost Offer reflecting the lowest cost to the state. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>	Evaluation Offered Cost Amount: <i>(sum of all offered cost amounts above)</i>	

State Use – Procurement Coordinator Signature, Printed Name and Date: