



STATE OF TENNESSEE  
Department of Corrections

**REQUEST FOR PROPOSALS # 32901-31342  
AMENDMENT # 1  
FOR FEMALE RESIDENTIAL TREATMENT SERVICES**

**DATE: December 13, 2023**

**RFP # 32901-31342 IS AMENDED AS FOLLOWS:**

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		October 13, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	October 19, 2023
3. Pre-response Conference	10:00 a.m.	October 23, 2023
4. Notice of Intent to Respond Deadline	2:00 p.m.	October 26, 2023
5. Facility Tours (Optional)	9:00-10:00 a.m.	November 8, 2023
6. Written "Questions & Comments" Deadline	2:00 p.m.	November 13, 2023
7. State Response to Written "Questions & Comments"		December 13, 2023
8. Additional Written "Questions & Comments" Deadline	2:00 p.m.	December 20, 2023
9. State Response to Additional Written "Questions & Comments"		January 24, 2024
10. Response Deadline	2:00 p.m.	February 26, 2024
11. State Completion of Technical Response Evaluations		March 13, 2024
12. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 14, 2024
13. Cost Negotiations with the Central Procurement Office		March 15-28, 2024
14. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	April 1, 2024
15. End of Open File Period		April 8, 2024
16. State sends contract to Contractor for signature		April 9, 2024
17. Contractor Signature Deadline	2:00 p.m.	April 12, 2024

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

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

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		1. Please confirm the Contractor is responsible for the full comprehensive operations of the entire residential building (including, but not limited to, medical services, programming, laundry, food services, security, utilities, cleaning, transportation, etc.)	The awarded Contractor shall be responsible for providing all services as outlined in the Pro Forma contract of RFP #32901-31342 to include but not be limited to medical services, evidence-based programming, laundry services, food services, security, utilities, cleaning, and transportation.
		2. Please provide a concise comprehensive list of all the mandatory services expected of the chosen Contractor.	Please see the State's response to question # 1.
		3. What medical services will be required by the chosen Contractor?	The awarded Contractor shall be responsible for providing an on-site nurse to manage the following but not be limited to sick call, medication administration, triage medical issues, provide information on preventative and other health-related topics.
		4. What, if any, medical or behavioral health services or service support would be provided by the current medical contractor to the DOC?	The current medical contractor to the State which provides services to incarcerated individuals housed at TDOC-managed institutions shall not be required to provide any medical or behavioral health support.
		5. Please confirm the Contractor is responsible for security staff.	The Contractor shall be responsible for security staff.
		6. Are there any staff being provided in the facility other than those being provided by the Contractor?	No. The only State staff member present is the assigned PPO who works to secure housing availability before intake and conducts oversight of the residents' terms of supervision.
		7. Please provide current staffing matrix and staffing patterns for this building and program.	The State is providing the current staffing matrix as RFP Attachment Five.
		8. Please confirm the exact address of the residential facility. Is this the building off the state hospital and on the current grounds?	The facility is located at 108 Moccasin Bend, Chattanooga, TN, which sits on the site of the State's mental health hospital complex.

		9. Please confirm if medications be provided through this contract?	<b>No. Medications are not provided through this contract.</b>
		10. Please clarify who provides and is financially responsible for the participants medications?	<b>Participants shall be financially responsible for any prescription medications either through approved insurance plans or out of pocket.</b>
		11. Will residents be able to receive Medication Assistance Treatment – subutex or suboxone?	<b>No. Residents will not be able to receive Medication Assistance Treatment using subutex or suboxone.</b>
		12. Are there any resources from the main building coming to the residential facility? For example, security staff in a case of emergency, etc.	<b>No. There are no resources from the main building owned by the State being provided to the designed residential treatment facility.</b>
		13. RFP Section 1.1.2 says the maximum budget is approx. \$3.8M for July 1, 2024 to June 30, 2029. Are we correct in assuming that is the cumulative total for all five years, and NOT an annual budget?	<b>Yes, the listed \$3.8M listed in the RFP is a cumulative total for all five (5) years of the anticipated contract term.</b>
		14. Please confirm the Contractor is not responsible for securing the physical brick and mortar residential facility that the services will be provided.	<b>The Contractor is not responsible for securing the physical brick and mortar residential facility as the physical facility is owned by the State.</b>
		15. Please confirm the Contractor is not responsible for lease or mortgage payments on the residential facility.	<b>The Contractor shall be responsible for lease payments to the State.</b>
		16. Please confirm who is responsible for utility payments for the building, the Department or the Contractor?	<b>The State is billed for the entire complex for utility and waste removal usage. The current providers portion is pro-rated from the total complex amount.</b>
		17. Please confirm the responsible party for the upkeep and maintenance of the physical building structure.	<b>The State is providing a copy of the current lease agreement as RFP Attachment Six. Please review Section 2.c. and Section 5 of the lease.</b>

**Commented [AS1]:** Is this requirement expressed in the pro forma contract?

**Commented [AE2R1]:** Amending pro forma section A.3.k. to include the requirement of lease space payments

		18. RFP Section A.7.d-e, pages 43-44 of the RFP PDF states, “ <i>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.</i> ” And “ <i>The Contractor shall maintain the required level of staff and service during staff vacation, sick leave and other absences.</i> ” What is the required level of staff?	<b>Respondents must provide a detailed staffing pattern sufficient to provide all services as detailed in the RFP and Pro Forma Contract.</b>
		19. Please provide the most recent staffing plan for this program with days/hours/FTE counts.	<b>Please see the State’s response to question #7.</b>
		20. Who or what is the primary referral source for this program?	<b>The State is the only referral source for placement into the facility as referenced in the Pro Forma Contract, section A.3.d.</b>
		21. What is the process for the residents to participate in the Residential Therapy Program?	<b>Residents will either be referred through court order from the local sentencing court or as a condition of parole ordered by the Board of Parole.</b>
		22. What medical and classification restrictions apply to program participation?	<b>Classification status is not applicable as, all participants shall be supervised within the community by an assigned PPO based on the results of the validated Risk and Needs Assessment. The assessment for placement shall include any medical conditions that would preclude the individual from participating in the program as determined by the State.</b>
		23. Please clarify the responsible party for billing services surrounding offsite doctors’ visits and Medicaid?	<b>The associated costs for offsite doctors’ visit shall be the responsibility of the resident through out-of-pocket payment or through insurance.</b>
		24. Please clarify, will the program be 9 – 12 months in length total?	<b>Yes. The program shall be a total of nine (9) to twelve (12) months as determined by the State.</b>

		25. What treatment programs will be required?	The State requires that an evidence-based, substance use treatment program that is modeled after the Therapeutic Community program be provided. This programming shall follow the guidelines for residential treatment services as outlined in American Society of Addiction Medicine (ASAM) level of care. All programming components shall be approved by the State prior to facilitation.
		26. Will volunteers be allowed to provide services?	Yes. Volunteers will be allowed to provide services in accordance with RFP Attachment Two: TDOC Policy #115.01.
		27. Will the residents be required to work in the community? If so, please clarify the responsible party for coordinating all resident jobs.	Yes. The residents will be required to work in the community. The awarded Contractor shall be responsible for coordinating all resident jobs.
		28. Will this program be run, governed and operated by TDOC policies?	Yes. The program and all services listed in the RFP and Pro Forma Contract will be governed by TDOC Policies as provided in RFP Attachment Two.
		29. Will the program be accredited by ACA?	Yes. The program shall be accredited by ACA under the Performance Standards for Adult Community Residential Services. If the awarded Contractor is not already accredited upon contract award, they will be required to apply and receive accreditation within one (1) year of the contract's effective start date with all accreditation costs as the sole responsibility of the awarded contractor.

	<p>30. Is there flexibility around the below requirement, as this was lifted from our current contract with the program now being geared towards post-release clients, as the new RFP states will be the same clientele as well. In that we are not currently required to comply within PREA, even with many of the practices still in place.</p> <p><b>“E.8. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.” (pg. 28 of the RFP)</b></p>	<p>No.</p>
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3. RFP Attachment 6.2., Section A.7 is added as follows:

A.7. Provide a statement confirming that the Respondent is accredited by the American Correctional Association under the Performance Standards for Adult Community Residential Services. If the Respondent is not accredited at the time of response, provide a statement confirming that if awarded and not currently accredited, the Respondent shall apply and receive accreditation within one (1) year of the contract's effective start date and shall be responsible for all accreditation costs.

4. Pro Forma Section A.3.c. is deleted in its entirety and replaced with the following:

A.3.c. The Contractor shall possess an active, valid license to serve as a residential treatment provider within the State of Tennessee. If the Contractor is SAMHSA accredited, the Contractor must provide documentation to the State upon contract signature. The Contractor shall provide all copies of licensure and accreditation to the State thirty (30) business days prior to the start of this Contract. The Contractor shall obtain written approval from the State prior to the acceptance of any Offenders to begin receiving treatment services. The Contractor shall maintain licensure and accreditation in good standing throughout the term of this Contract.

i. The Contractor shall possess accreditation by the American Correctional Association under Performance Standards for Adult Community Residential Services upon the contract's effective start date. Should the Contractor not possess current accreditation upon the contract's effective start date, the Contractor shall apply and receive accreditation within one (1) year of the contract's effective start date and shall be responsible for all accreditation costs. Failure to receive and maintain accreditation status through the term of this contract may result in contract termination.

5. Pro Forma Section A.3.k. is deleted and replaced with the following:

A.3.k. The Contractor shall be responsible for all lease payments to the State for facility operations. The State and the Contractor shall enter into said lease agreement no later than thirty (30) business days prior to the contract start date. The Contractor shall also be responsible for all utility and waste removal payments based on a pro-rated amount billed to the State. The Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services herein.

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