

**CONTRACT #4**  
**RFS # 344.02-832**  
**FA # 07-20349-00**

**Finance & Administration**  
**Division of Intellectual**  
**Disabilities Services**

**VENDOR:**  
**Ascend Management**  
**Innovations, LLC**



RECEIVED

DEC 01 2009

FISCAL REVIEW

STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF INTELLECTUAL DISABILITIES SERVICES  
ANDREW JACKSON BUILDING  
500 DEADERICK STREET, SUITE 1500  
NASHVILLE, TENNESSEE 37243

December 1, 2009

Jim White, Director  
Fiscal Review Committee  
8th Floor, Rachel Jackson Building  
Nashville, Tennessee 37243

Attention: Leni Chick

Re: Ascend Management Innovations, LLC  
Contract Number FA-06-20349-00  
Edison # 2771  
Request Amendment Review

Dear Mr. White:

The Division of Intellectual Disabilities Services (DIDS) is submitting proposed Amendment 2 to Contract # FA-06-20349-00 with Ascend Management Innovations, LLC. for review in accordance with requirements of the Fiscal Review Committee announced on September 18, 2008.

The contract, awarded through the State's RFP process, began on February 1, 2007. Amendment 1 to the contract was for changing the name of the company and the federal ID number.

Proposed Amendment 2 extends the contract term, increases funding for an additional one-year term and adds language currently required in all fee for service contracts pertaining to the voluntary buyout program.

A copy of the proposed amendment along with a copy of the base contract, prior amendment, and the "Supplemental Documentation Required for Fiscal Review Committee" form are enclosed. Please let me know if any additional information is required.

Your assistance for review of this proposed amendment is appreciated.

Sincerely,

Debra K. Payne  
Interim Deputy Commissioner

DKP:FWH:dd

Enclosures

Supplemental Documentation Required for **RECEIVED**  
Fiscal Review Committee

DEC 01 2009

*Contact Name:	Fred Hix Assistant Commissioner	*Contact Phone:	253-6710		
*Original Contract Number:	FA-07-20349-00	*Original RFS Number:	344.02-832		
Edison Contract Number: (if applicable)	2771	Edison RFS Number: (if applicable)	34402-00832		
*Original Contract Begin Date:	2/1/2007	*Current End Date:	1/31/2010		
Current Request Amendment Number: (if applicable)	2				
Proposed Amendment Effective Date: (if applicable)	2/1/2010				
*Department Submitting:	Finance and Administration,				
*Division:	Division of Intellectual Disabilities Services				
*Date Submitted:	November 23, 2009				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Ascend Management Innovations, LLC				
*Current Maximum Liability:	\$4,830,763.30				
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY:	FY:
\$ 604,851.69	\$1,524,526.96	\$1,679,060.20	\$1,022,324.45	\$	
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY:	FY:
\$ 144,326.27	\$1,471,093.46	\$1,550,805.57	\$485,751.95)	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		n/a			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		n/a			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		n/a			
*Contract	State:	\$4,830,763.30	Federal:		

Effective October 30, 2009

Supplemental Documentation Required for  
Fiscal Review Committee

Funding Source/Amount:				
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
June 1, 2007		Amendment 1 was for changing the contractor's name and federal ID number.		
Method of Original Award: <i>(if applicable)</i>		RFP		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		At least \$3,760,000.00 for 3 years (based on a prior contract) with an expectation of a rate increase which would have been based on proposals to the RFP.		

Supplemental Documentation Required for  
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**This amendment does not change Sections A. or C.3. of the original contract and any prior amendment.**

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Funding Year	Allotment	Vendor Name	Vendor Number	Vendor Invoice	Warrant Number	Process Date	date number	Redeemed Date	Reference Document	STARS Description	Cash Expenditures
<b>FY 2007</b>											
2007	344.02	COMMUNITY SERVICES	DUAL DIAGNOSIS MANAGEMENT	V621730800	02/01-28/07	R144368	4/3/2007	39,175.00	4/5/2007	FA0720349-00 INVENTORY/CLIENT-AGENCY PLANNING	17,583.46
2007	344.02	COMMUNITY SERVICES	DUAL DIAGNOSIS MANAGEMENT	V621730800	3/1-31/07	R167141	4/20/2007	39,192.00	4/24/2007	FA0720349-00 INVENTORY/CLIENT-AGENCY PLANNING	24,358.20
											<b>41,941.66</b>
2007	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	5/1-31/07	R237628	6/18/2007	39,251.00	6/20/2007	FA0720349-01 INVENTORY/CLIENT AGENCY PLANNING	102,384.61
											<b>102,384.61</b>
<b>Grand Total FY 07</b>											<b>144,326.27</b>

<b>FY 2008</b>											
2008	344.02	COMMUNITY SERVICES	DUAL DIAGNOSIS MANAGEMENT	V621730800	JULY 07	R320487	8/28/2007	39,322.00	8/30/2007	FA0720349-00 SERVICES FOR JULY 2007	140,064.33
2008	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	OCT 07 ICAP	R411236	11/13/2007	39,399.00	11/15/2007	FA0720349-01 OCTOBER 2007 ICAP INVOICE FA-0720349-01	163,665.26
2008	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	5	R451499	12/13/2007	39,429.00	12/17/2007	FA0720349-01 FAMILY SUPPORT NOVEMBER 2007	119,378.35
2008	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	DEC. 2007	R500936	1/28/2008	39,475.00	1/30/2008	FA0720349-01 ICAP SERVICES THRU 12-31-07	87,588.79
2008	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273			1/30/2008	39,477.00		FA0720349-01 CORR AUG PAYMENT MADE TO PASSAR IN ERROR	170,976.05
2008	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273			1/30/2008	39,477.00		FA0720349-01 CORR SEP PAYMENT MADE TO PASSAR IN ERROR	175,485.82
2008	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	JAN. 2008	R533925	2/22/2008	39,500.00	2/26/2008	FA0720349-01 ICAP BILLING FOR JANUARY 2008	85,477.99
2008	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	MR ICAP FEB 08	R563987	3/17/2008	39,524.00	3/19/2008	FA0720349-01 MR ICAP BILLING FOR FEBRUARY 2008	103,740.48
2008	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	ICAP MARCH08	R603073	4/16/2008	39,554.00	4/18/2008	FA0720349-01 MR ICAP MARCH 2008	115,058.15
2008	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	103008	R866026	6/16/2008	39,615.00	11/20/2008	FA0720349-01 TO CORRECT ICAP CHARGED TO PASSAR IN ERR	101,879.77
2008	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	ICAP MAY 08	R683999	6/19/2008	39,618.00	6/23/2008	FA0720349-01 ICAP MAY 08	78,889.05
2009	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	JUNE 2008 ICAP	R742598	8/11/2008	39,671.00	8/13/2008	FA0720349-01 JUNE 2008 ICAP SERVICES	128,889.42
<b>Grand Total FY 08</b>											<b>1,471,093.46</b>

<b>FY 2009</b>											
2009	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	JULY 2008 ICAP	R745692	8/13/2008	39,673.00	8/15/2008	FA0720349-01 JULY 08 ICAP CONTRACT FA0720349-01	131,247.14
2009	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	0801 083108	R793021	9/18/2008	39,709.00	9/22/2008	FA0720349-01 ASSESSMENTS FOR DMRS	103,238.72
2009	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	ICAP SEPT 08	R820004	10/13/2008	39,734.00	10/15/2008	FA0720349-01 MR ICAP PAYMENT FOR SEPT 2008	103,691.72
2009	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	103008	R866026	11/18/2008	39,770.00	11/20/2008	FA0720349-04 ICAP	159,102.25
2009	344.02	COMMUNITY SERVICES	ASCEND MANAGEMENT INNOVATIONS LLC	V208680273	FA041585100	R887755	12/5/2008	39,787.00	12/9/2008	FA0720349-04 ASCEND MANAGEMENT INNOVATIONS	125,443.93
<b>STARS Total FY 09</b>											<b>622,723.76</b>

Payments in Edison	Vendor Name	Invoice Date	date number	Invoice Number	Business Unit	Payment Reference Number	Payment Message	Payment Amt	
2009	Ascend Management Innovat	39820		39820	dec 08 icap	34401	0000001383	December 08 ICAP payment FA0415851	108,369.88
2009	Ascend Management Innovat	39846		39846	January 09	34401	0000012023	January 09 Payment ICAP	102,534.89
2009	Ascend Management Innovat	39874		39874	February 2009	34401	0000012023	Feb 09 ICAP FA0720349	129,663.14
2009	Ascend Management Innovat	39905		39905	March 09 ICAP	34401	0000029630	March 09 ICAP FA0720349	130,221.22
2009	Ascend Management Innovat	39934		39934	ICAP April 2009	34401	0000036071	ICAP April 2009 FA0720349	145,934.45
2009	Ascend Management Innovat	39966		39966	ICAP May 2009	34401	0000045615	ICAP May 2009	144,876.27
2009	Ascend Management Innovat	39995		39995	June 09 ICAP	34401	0000064947	Invoice: June 2009 ICAP FA0720349	166,481.96
<b>EDISON Total FY 09</b>									<b>928,081.81</b>
<b>Grand Total FY 09</b>									<b>1,550,805.57</b>

<b>FY 2010</b>											
2010		Ascend Management Innovat	40028	40028	July 1 through July	34401	0000073645		Invoice: ICAP July 2009		115,856.08
2010		Ascend Management Innovat	40056	40056	8/1/2009 to 8/31/2	34401	0000097217		Invoice: ICAP August 2009		134,331.75
2010		Ascend Management Innovat	40058	40058	9-1 to 9-30-09 ICA	34401	0000107475		Invoice: ICAP for period 9-1 to 9-30-09		115,502.96
2010		Ascend Management Innovat	40119	40119	10/1 to 10/31/09 IC	34401	0000162381		Invoice: ICAP for period 10-1 to 10-31-09		120,061.16
<b>Total FY 10 (4 months)</b>											<b>485,751.95</b>
<b>Total Contract Expenditures</b>											<b>3,651,977.25</b>

**NON-COMPETITIVE AMENDMENT REQUEST:**

APPROVED

Commissioner of Finance &amp; Administration

1) RFS #	344.02-832	
2) Procuring Agency :	Department of Finance and Administration, Division of Intellectual Disabilities Services	
<b>EXISTING CONTRACT INFORMATON</b>		
3) Service Caption :	Inventory for Client and Agency Planning (ICAP)	
4) Contractor :	Ascend Management Innovation, LLC	
5) Contract #	FA-07-20349-00 / Edison 2771	
6) Contract Start Date :	February 1, 2007	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	January 31, 2010	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 4,830,763.30	
<b>PROPOSED AMENDMENT INFORMATON</b>		
9) Amendment #	2	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	February 1, 2010	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	January 31, 2011	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 5,480,477.25	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state	
	<input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
<p>Amendment 2 extends the contract term, increases funding for an additional one-year term and adds language currently required in all fee for service contracts pertaining to the voluntary buyout program.</p> <p>The rates will increase according to Section C.3. of the contract which are the same rates proposed by the Contractor at the time of the contract award in their response to the State's Request for Proposals (RFP).</p>		
15) Explanation of Need for the Proposed Amendment :		
<p>The Centers for Medicaid and Medicare Services (CMS) requires states receiving their funds to have a <u>uniform needs assessment</u>. The ICAP is the current such assessment used by Tennessee.</p>		

<b>16) Name &amp; Address of Contractor's Current Principal Owner(s) :</b> ( <u>not</u> required for a TN state education institution)	
Terri Stokes, Chief Operating Officer Ascend Management Innovations, LLC 227 French Landing Drive, Suite 250 Nashville, Tennessee 37228	
<b>17) Office for Information Resources Endorsement :</b> (required for information technology service; n/a to THDA)	
Documentation is ... <input checked="" type="checkbox"/> <b>Not Applicable to this Request</b> <input type="checkbox"/> <b>Attached to this Request</b>	
<b>18) eHealth Initiative Endorsement :</b> (required for health-related professional, pharmaceutical, laboratory, or imaging service)	
Documentation is ... <input checked="" type="checkbox"/> <b>Not Applicable to this Request</b> <input type="checkbox"/> <b>Attached to this Request</b>	
<b>19) Department of Human Resources Endorsement :</b> (required for state employees training service)	
Documentation is ... <input checked="" type="checkbox"/> <b>Not Applicable to this Request</b> <input type="checkbox"/> <b>Attached to this Request</b>	
<b>20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :</b>	
This contract was awarded competitively and the State only received one proposal in response to the RFP.	
<b>21) Justification for the Proposed Non-Competitive Amendment :</b>	
<p>The original contract was awarded competitively.</p> <p>Only one response to the RFP.</p> <p>The contract contains an option for the State to extend the contract in one-year increments for up to no more than five (5) years.</p> <p>The cost will be the rates established in the base contract Section C.3. which are identical to those proposed by the Contractor through the RFP process on 12/20/2006.</p>	
<b>AGENCY HEAD SIGNATURE &amp; DATE :</b>	
(must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)	



**C O N T R A C T   A M E N D M E N T**

<b>Agency Tracking #</b> 34402-00832	<b>Edison ID</b> 2771	<b>Contract #</b> FA-07-20349-00	<b>Amendment #</b> 2
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<b>Contractor</b> Ascend Management Innovations, LLC	<b>Contractor Federal Employer Identification or Social Security #</b> <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 208680273
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**Amendment Purpose/ Effects**  
Extend the contract term, increase funding for the period of February 1, 2010 through January 31, 2011, amend contacts in Section E.2., and add contract clause to address the State's voluntary buyout program.

<b>Contract Begin Date</b> 2/1/07	<b>Contract End Date</b> 1/31/2011	<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #(s)</b>
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$144,326.27				\$144,326.27
2008	\$1,471,093.46				\$1,471,093.46
2009	\$1,550,805.57				\$1,550,805.57
2010	\$1,460,951.95				\$1,460,951.95
2011	\$853,300.00				\$853,300.00
<b>TOTAL:</b>	<b>\$5,480,477.25</b>				<b>\$5,480,477.25</b>

American Recovery and Reinvestment Act (ARRA) Funding -  YES  NO

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone #	
END DATE AMENDED? <input type="checkbox"/> YES <input type="checkbox"/> NO			Debbie Dunn 253-6812	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
2007	\$604,851.69	-\$460,525.42	Melinda Lanza 253-3166	
2008	\$1,524,526.96	-\$53,433.50		
2009	\$1,679,060.20	-\$128,254.63		
2010	\$1,022,324.45	\$438,627.50		
2011	\$0.00	\$853,300.00	<b>Speed Code</b>	<b>Account Code</b>
<b>TOTAL:</b>	<b>\$4,830,763.30</b>	<b>\$649,713.95</b>		

— OCR USE —	<b>Procurement Process Summary (non-competitive, FA- or ED-type only)</b> RFP procurement
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**AMENDMENT TWO  
TO FA-07-20349-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Intellectual Disabilities Services, hereinafter referred to as the "State" and Ascend Management Innovations, LLC, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:  
  
B.1. This Contract shall be effective for the period commencing on February 2, 2007 and ending on January 31, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed five million, four hundred eighty thousand, four hundred seventy-seven dollars and twenty-five cents (\$5,480,477.25). 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.

3. The text of Contract Section E.2. is deleted in its entirety and replaced with the following:

- 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:

Barbara Deberry, State Director of Residential Services  
Department of Finance and Administration  
Division of Intellectual Disabilities Services  
500 Deaderick Street, Suite 1500  
Nashville, Tennessee 37243  
Barbara.deberry@tn.gov  
Telephone # 615-253-6888  
FAX # 615-532-9940

Fiscal Contact:

Stephen Beaty,  
Department of Finance and Administration  
Division of Intellectual Disabilities Services  
500 Deaderick Street, Suite 1500  
Nashville, Tennessee 37243  
Stephen.beaty@tn.gov  
Telephone # 615-253-2378  
FAX # 615-253-2391

The Contractor:

Teri Stokes, Chief Operating Officer  
Ascend Management Innovations, Inc.  
227 French Landing Drive, Suite 250  
Nashville, Tennessee 37228  
tstokes@dd-management.com  
Telephone # 615-642-6325  
FAX # 877-431-9568

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

4. The following provision is added as Contract Section E.20:

- E.20. 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](http://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.

**PROPOSED AMENDMENT**

The revisions set forth herein shall be effective February 1, 2010. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**ASCEND MANAGEMENT INNOVATIONS, LLC:**

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**CONTRACTOR SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION,  
DIVISION OF INTELLECTUAL DISABILITIES SERVICES:**

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**M. D. GOETZ, JR., COMMISSIONER**

**DATE**

**CONTRACT SUMMARY SHEET**

**AMENDMENT**  
021406

<b>RFS #</b>		<b>Contract #</b>	
344.02-832		FA-07-20349-01 2771	
<b>State Agency</b>		<b>State Agency Division</b>	
Department of Finance and Administration		Division of Mental Retardation Services	
<b>Contractor Name</b>		<b>Contractor ID # (FEIN or SSN)</b>	
Ascend Management Innovations, LLC		C- or <input checked="" type="checkbox"/> V-208686273	
<b>Service Description</b>			
Inventory for Client and Agency Planning (ICAP)			
<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA #</b>
2/1/2007	1/31/2010	Vendor	
<b>Mark Each TRUE Statement</b>			
<input checked="" type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>
344.02	40203	083	11
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>
			<b>Other</b>
			<b>TOTAL Contract Amount</b>
2007	\$ 604,851.69		
2008	\$ 1,524,526.96		
2009	\$ 1,679,060.20		
2010	\$ 1,022,324.45		
			\$ -
			\$ -
<b>TOTAL</b>	\$ 4,830,763.30	\$ -	\$ 4,830,763.30
<b>COMPLETE FOR AMENDMENTS ONLY</b>		<b>State Agency Fiscal Contact &amp; Telephone #</b>	
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Melinda Lanza 253-3166
2007	604,851.69		State Agency Budget Officer Approval <i>Melinda Lanza</i> 5/29/07
2008	1,524,526.96		
2009	1,679,060.20		
2010	1,022,324.45		
<b>TOTAL</b>	\$ 4,830,763.30	\$ -	<b>Funding Certification</b> (certification required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
<b>End Date</b>	1/31/2010	1/31/2010	
<b>Contractor Ownership</b> (complete only for base contracts with contract # prefix FA or GR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input checked="" type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT disadvantaged
<b>Contractor Selection Method</b> (complete for ALL base contracts - N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other	
<b>Procurement Process Summary</b> (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			

**SCANNED**

**AMENDMENT ONE  
TO CONTRACT FA-07-20349-00**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Mental Retardation Services, hereinafter referred to as the "State", and Dual Diagnosis Management, LLC., hereinafter referred to as the "Contractor", is hereby amended as follows:

1. Add the following as Section E.18.:

Contractor Name. Effective June 1, 2007, all references to "Dual Diagnosis Management, LLC." shall be deleted and replaced with "Ascend Management Innovations, LLC."

2. Add the following as Section E.19.:

Federal Employer Identification Number. Effective June 1, 2007, the Federal Employer Identification Number of the Contractor shall be 20-8680273.

The other terms and conditions of this agreement not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

ASCEND MANAGEMENT INNOVATIONS, LLC.:

*Terri Stokes, COO, President* 5/25/07  
NAME AND TITLE DATE

TERRI STOKES, CHIEF OPERATING OFFICER  
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY

DEPARTMENT OF FINANCE AND ADMINISTRATION,  
DIVISION OF MENTAL RETARDATION SERVICES:

*M. D. Goetz, Jr.* 5-23-07  
M. D. GOETZ, JR., COMMISSIONER DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

*M. D. Goetz, Jr.* JUN 04 2007  
M. D. GOETZ, JR., COMMISSIONER DATE

DEPARTMENT OF PERSONNEL:

**NOT APPLICABLE**  
DEBORAH E. STORY, COMMISSIONER DATE

COMPTROLLER OF THE TREASURY:

*John G. Morgan* 6-5-07  
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

**CONTRACT SUMMARY SHEET**

021406

<b>RFS #</b>	<b>Contract #</b>
344.02-832	FA-07-20349-00

<b>State Agency</b>	<b>State Agency Division</b>
Department of Finance and Administration	Division of Mental Retardation Services

<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
Dual Diagnosis Management, LLC	C- or <input checked="" type="checkbox"/> V- 62-1730800

**Service Description**  
Inventory for Client and Agency Planning (ICAP)

<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA #</b>
2/1/2007	1/31/2010	Vendor	

**Mark Each TRUE Statement**

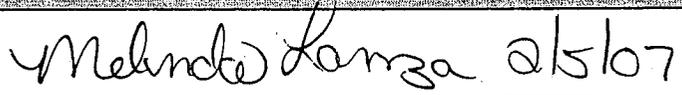
Contractor is on STARS       Contractor's Form W-9 is on file in Accounts

<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Funding Grant Code</b>	<b>Funding Subgrant Code</b>
344.02	40203	083	11		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$ 604,851.69				\$ 604,851.69
2008	\$ 1,524,526.96				\$ 1,524,526.96
2009	\$ 1,679,060.20				\$ 1,679,060.20
2010	\$ 1,022,324.45				\$ 1,022,324.45
					\$ -
					\$ -
<b>TOTAL</b>	\$ 4,830,763.30	\$ -	\$ -	\$ -	\$ 4,830,763.30

OCR RELEASED  
 MAR 27 2007  
 TO ACCOUNTS

<b>COMPLETE FOR AMENDMENTS ONLY</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b>
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Melinda Lanza 253-3166

<b>State Agency Budget Officer Approval</b>		
		

**Funding Certification** (certification required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred).

<b>TOTAL</b>	\$ -	\$ -
<b>End Date</b>		

FILED  
 APR 21  
 11:02 AM  
 OFFICE  
 OF THE  
 COMPTROLLER  
 OF THE  
 TREASURY

**Contractor Ownership** (complete only for base contracts with contract # prefix FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged	

**Contractor Selection Method** (complete for ALL base contracts - N/A to amendments or delegated authorities)

<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other

**Procurement Process Summary** (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

REC'D  
 MAR 27  
 DIVISION OF ACCOUNTS

SCANNED

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION,  
DIVISION OF MENTAL RETARDATION SERVICES  
AND  
DUAL DIAGNOSIS MANAGEMENT, LLC**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Mental Retardation Services, hereinafter referred to as the "State" and Dual Diagnosis Management, LLC, hereinafter referred to as the "Contractor", is for the provision of Inventory for Client and Agency Planning (ICAP) assessments, as further defined in the "SCOPE OF SERVICES".

The Contractor is a limited liability company. The Contractor's address is:

227 French Landing Drive, Suite 250  
Nashville, Tennessee 37228

The Contractor's place of incorporation or organization is Tennessee.

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall score and administer the Inventory for Client and Agency Planning (ICAP) assessments using procedures as defined in sections A.2. through A.8. of this Contract. These procedures are designed to control ICAP Level of Need (LON) score inflation experienced using 2004 ICAP policies and procedures. The Contractor shall:

- a. biannually complete and score all community ICAPs according to specified procedures;
- b. annually complete and score ICAPs for all residents of DMRS operated developmental center facilities according to original (2004) ICAP procedures;
- c. score, quality assure and process intake ICAPs submitted by qualified Regional Office evaluators;
- d. create and maintain a DMRS approved web-based ICAP training site for Regional Office Intake Case Managers and with capability to test trainee knowledge, give feedback, and report findings on demand;
- e. given notification of enrollment, complete and score ICAPs for individuals enrolled from the waiting list who are new admissions to DMRS waiver services after 90 to 120 days of service by the admitting provider (These ICAPs will be conducted according to the specified ICAP procedures);
- f. create and maintain a secure ICAP reporting website to be used by up to 150 DMRS personnel with varying and specified levels of access according to DMRS specifications;
- g. create and maintain a secure ICAP database according to DMRS specifications;
- h. create and make available specified periodic and ad-hoc reports for DMRS use;
- i. create individualized Summary of ICAP findings reports for each individual tested according to DMRS specifications; and

- j. ensure the Project Director and Quality Assurance coordinator are available on-site for face-to-face weekly strategy and work group meetings with DMRS Central and/or Regional Office personnel.

#### A.2. ICAPs for DMRS Community Service Recipients

- a. The Contractor shall conduct ICAP assessments for all community service recipients, to include both non-class and class members (remedial and Settlement), according to scheduled biannual assessment due dates. The Contractor shall conduct these assessments according to the procedures outlined in Section A.2.
- b. The Contractor shall hire and train Qualified Mental Retardation Professionals to conduct, over a 2-year period, up to eight thousand (8,000) enhanced ICAP interviews across the State of Tennessee.
- c. For each ICAP, the Contractor shall conduct ICAP interviews with independent multiple sources. The aim, when possible, shall be that 3 independent ICAP interviews are to be conducted. The information from multiple source interviews will be used to determine final ICAP item scoring for each completed ICAP. The Contractor shall document instances in which 3 independent interviews are not possible to obtain. The Contractor will insure that at least 85% of completed ICAPs will be based on at least 2 interviews.
- d. The Contractor will include at least one provider interview for 98% of the community ICAPs conducted. The Contractor will interview at least one person from the identified "lead" agency (agency hierarchy in descending order is as follows: Residential [Res], Day, Personal Assistance [PA], and Independent Support Coordinator [ISC]). The Contractor will interview direct support personnel whenever possible for at least one interview. The Contractor will document whether provider interview informants are direct support/ supervisory/ or administrative personnel.
- e. The Contractor will have provider-based informants sign a provider designed "ICAP validation sheet" attesting to their knowledge and representation of the individual being assessed.
- f. The Contractor will maintain distinct information regarding persons interviewed sufficient to substantiate key information that differs from informant to informant.
- g. The Contractor will have permission to request from providers, in advance of ICAP interviews, documentation of ICAP relevant information, including formal diagnoses and medical conditions. While on-site, the Contractor shall have access to the individual's "Personal Record". The Contractor will use information from the "Personal Record" to document formal diagnoses, medical conditions, functional abilities and behavior, whenever possible.
- h. The Contractor will offer conservators/guardians opportunities for meaningful participation in the ICAP assessment process. In the event guardians decline participation in the ICAP assessment, the Contractor will document contacts/contact attempts to offer guardians opportunities for participation.
- i. The Contractor shall coordinate with DMRS to identify and establish DMRS approved operational definitions for critical ICAP items. The Contractor shall periodically update training manuals and protocols and make them available for DMRS review and approval.
- j. The Contractor will retain ICAP booklets and associated documentation for persons served in the community. The Contractor shall maintain paper records for 5 years and electronic records for 10 years. The Contractor will provide an electronic, faxed, or

mailed copy of the summary ICAP information, including ICAP LON scores, to all known providers of individuals served by DMRS. The Contractor will send ICAP summary information to providing agencies within (7) working days of receipt of the evaluation, provided electronic contact information for the agency(ies) is available. The Contractor will provide LON information to the provider developed DMRS ICAP LON website within (7) working days of receipt of the evaluation.

- k. The Contractor will make a copy of the original ICAP available to DMRS should the ICAP be requested or results contested. The Contractor shall coordinate with DMRS to establish a process to review or reconcile provider disputes regarding ICAP results.
- l. The Contractor will coordinate with DMRS in establishing an orderly process for the evaluation of ICAP "re-do" requests. No ICAP will be re-done without DMRS approval or DMRS approved protocol.

#### **A.3. ICAPs for DMRS Operated Developmental Center Facility Residents**

- a. The Contractor shall conduct scheduled bi-annual (every 2 years) ICAP assessments for residents of Arlington Developmental Center and (if approved by DMRS) bi-annual assessments of residents of Clover Bottom and Green Valley Developmental Center facilities. It is expected that approximately 50 to 200 Developmental Center ICAPs will be conducted in 2007. The Contractor shall conduct these assessments according to original (2004) ICAP procedures. (At their discretion, DMRS may request the Contractor to conduct Developmental Center ICAPs using the protocol outlined in Section A.1.) The Contractor shall interview at least one informant who has known the resident very well for at least 3 months. The Contractor shall invite the guardian of each resident to have an opportunity for meaningful participation in the assessment process.
- b. The Contractor shall have access to the resident's "Personal Record" for the purposes of supporting ICAP interview information. The Contractor will return the original of each resident's ICAP booklet and ICAP summary information to the Developmental Center Chief Officer upon completion of that Developmental Center's ICAPs. The Contractor will not retain a copy of these ICAP booklets. The Contractor will post ICAP LON scores for Developmental Center residents to the provider developed ICAP LON website upon completion of ICAPs at each Developmental Center.
- c. The Regional Offices shall inform the Contractor as individuals are transitioned from Developmental Centers to the community.
- d. Upon request by the State, the Contractor will import Physical Status Report (PSR) data, submitted electronically in a format agreed upon between DMRS and the Contractor, into the ICAP database for all Developmental Center residents. The Contractor will merge this data with ICAP data and provide a summary report.

#### **A.4. Intake ICAPs from DMRS Regional Offices**

- a. Regional Office Intake staff shall conduct ICAPs on persons new to the DMRS Waiver system.
  - i. In addition, Regional Office Intake staff shall conduct new ICAPs on current wait-list persons with an extant historical ICAP when the extant ICAP is no longer judged to be representative of the person's current functioning.
  - ii. These ICAPs shall be mailed to the Contractor for review, quality assurance, and scoring. The Contractor shall call Regional Intake staff if clarifications or corrections on submitted ICAPs are needed. If Regional Office clarifications are

not received within 7 days, the ICAP will be returned to the Regional Office Intake Director.

- iii. The Contractor shall keep a log of errors and omissions needing clarification. The Contractor shall be prepared to report on error and omission trends and provide training updates to Regional Office case Managers, as it becomes necessary.
  - iv. The Contractor shall process and score intake ICAPs within (7) days of receipt of corrections/ clarifications requested. The Contractor shall return intake ICAP booklets and a copy of the ICAP summary information to the Regional Office. The Contractor will not retain a copy of these ICAP booklets. The Contractor will post ICAP LON scores for intake ICAPs to the provider developed ICAP LON website as each is scored.
- b. The Regional Offices shall notify the Contractor as persons are moved from the waiting list into Waiver Services (Res, Day, PA or ISC).

#### **A.5 Training Web Site**

- a. The Contractor shall develop and maintain both content and programming for a web-based ICAP training site to train Regional Office Intake Case Managers on DMRS policies and procedures for ICAP administration.
  - i. The site must administer a test of knowledge and understanding of DMRS ICAP protocol, score according to DMRS criteria, provide feedback for wrong answers, and allow for multiple exam attempts. The site must have a help desk available by email.
  - ii. The site must provide on-demand reports of Case Managers' progress and current status (dates failed, dates passed) as well as reports for trending and evaluating training content.
- b. The Contractor must, in addition, develop and post to the site information helpful to providers, families, and advocates to learn about Tennessee ICAP procedures and policies.
- c. The Contractor's web-based system must be developed and operational within three weeks of final execution of this contract document.

#### **A.6. 90-Day Post Admission Follow- up to intake ICAPs**

- a. After 90 days from notification by the Regional Office Intake staff of a new service recipient's admission into Waiver services with a DMRS Res, Day, PA, or ISC provider, the Contractor will complete an ICAP using DMRS ICAP protocol. The Contractor will complete these post admission expanded protocol ICAPs between 90 and 120 days post admission, given timely notification by Regional Offices.
- b. The Contractor shall conduct these assessments according to the ICAP protocol procedures outlined in Section A.2.

#### **A.7. ICAP LON and Reporting Web Site**

- a. The Contractor shall develop and maintain a secure web based ICAP reporting and LON web site. This site must provide secure access of historical and current ICAP summary

scores and LON information for up to 150 DMRS Regional and Central Office personnel. The site must have functionality to provide graduated and secure access to ICAP data and reports according to specific DMRS personnel needs and authorization (e.g., region by region authorized access, waitlist vs. community ICAP access, central office vs. regional office report access, director level report access).

- i. The site must post, in real time all DMRS specified ICAP demographic and summary information, including each component of DMRS LON, key items such as blindness, mobility, behavior problems, health, and hi-risk potential. ICAP searches on this site must be available by Region, provider, and individual.
- b. The Contractor must be prepared at the time of the submission of the proposal to demonstrate their ability to develop and maintain an ICAP LON website and associated functionality.

#### A.8. Data Maintenance

- a. The Contractor shall purchase and maintain ICAP Compuscore software on all computers (Contractor owned computers) used for ICAP data entry.
- b. The Contractor will maintain ICAP information in a secure database.
- c. The Contractor shall maintain a complete ICAP historical item data set including all ICAP item responses allowing year-to-year analysis on any item set. The Contractor will maintain more than the simple ICAP history and summary data available through Riverside Publishing Compuscore program.
- d. The Contractor shall create and maintain an ICAP database of all DMRS served individuals that includes, but may not be limited to,:
  - i. individuals on the DMRS waitlist
  - ii. names
  - iii. social security numbers
  - iv. date of birth
  - v. demographic information
  - vi. provider affiliations
  - vii. guardian/conservator status, demographics, and contact information
  - viii. Res, Day, PA and ISC agencies of all current Res, Day, PA and ISC community service recipients
  - ix. DMRS defined region
- e. The Contractor will submit to DMRS, on a monthly basis, a copy of the ICAP data in a format agreed upon between DMRS and the Contractor.
- f. The Contractor will ensure that a backup protocol for the ICAP database is in place and is maintained. At minimum, the ICAP database shall be backed up daily.

- g. The Contractor agrees that ICAP (and PSR) data is the property of DMRS.
- h. The Contractor assures the confidentiality of the ICAP database.
- i. The Contractor shall maintain copies of completed community ICAP booklets for 5 years. The Contractor agrees these ICAP booklets are the property of DMRS. The Contractor assures the confidential storage of completed ICAP booklets.
- j. The Contractor will maintain the secure DMRS ICAP LON web site for approved Central and Regional Office use. The Contractor will establish protocols to ensure the security and confidentiality of information posted to the site. DMRS will regularly review site user lists and notify the Contractor of changes in DMRS permission to access the site.

**A.9. Project Reports**

- a. The Contractor shall provide a monthly report now known as the "CMS ICAP LON Score Change Report". The CMS report will detail year-to-date LON level changes by region by intensity of LON level change and by LON change determinants. This report shall post to the ICAP LON site, with secure access by only authorized central and Regional Office personnel.
- b. An additional and parallel report (Contractor LON Change report) excluding Regional Office ICAPs will be prepared monthly in conjunction with the CMS ICAP LON Change report. This report shall post to the ICAP LON site, with secure access by only authorized central and Regional Office personnel.
- c. The Contractor will provide DMRS a monthly report by region listing all persons with ICAP LON changes, broken down by valence and intensity of LON change (e.g., from LON 1 to 2, LON 1 to 3, LON 1 to 4). This report shall post to the ICAP LON site, with secure access by only authorized central and Regional Office personnel.
- d. The Contractor will provide a monthly report of number and intensity of LON changes by agency for agencies having 10 or more ICAPs. This report shall post to the ICAP LON site, with secure access by only authorized central and Regional Office personnel.
- e. The Contractor will provide a monthly and year to date report of "re-do requests" by agency. This report shall post to the ICAP LON site, with secure access by only authorized central and Regional Office personnel.
- f. The Contractor will provide a fiscal year to date report on DMRS contract costs. This report shall post to the ICAP LON site, with secure access by only authorized DMRS central office personnel.
- g. The Contractor will work with DMRS to develop a report that "looks behind" the determinants of LON 4 ICAPs. This report shall post to the ICAP LON site, with secure access by only authorized central and Regional Office personnel.
- h. The Contractor will post historical and updated ICAP and LON information to the ICAP LON web site for Central and Regional Office use by DMRS approved users.
  - i. Updated ICAP information will be posted in "real time". New ICAPs will be posted as they are complete and entered.
  - ii. Users must be able to search and print current ICAP LON web information by individual, region, or by agency. Users must be able to print current and historical ICAP information by individual.

- i. The Contractor will provide, upon request, data on the means, range, number of subjects, and standard deviations of key variables (e.g., Service score, Maladaptive behavior score, Broad independence score, age) of critical subgroups of DMRS served individuals (e.g. class members, non-class members, Developmental Center residents, intakes) and in total.
- j. The Contractor shall provide a flexible reporting tool on their Website.
- k. The Contractor shall obtain prior approval of the State to make any major redesign of reports or programming.

**A.10. Individualized ICAP Summary Score Reports**

- a. The Contractor shall design and develop individualized ICAP Summary Score Reporting Forms for use by DMRS, Provider Agencies, and Planning Circles with Guardians/ Advocates. The individualized reports will be user friendly for all stakeholders and at a minimum will include demographics, key current and historical ICAP item and summary data, current and historical LON information, and information regarding all informants interviewed.

**A.11. Contractor ICAP Staff Requirements**

- a. The Contractor, in addition to hiring an adequate staff of qualified QMRP field assessors to ensure statewide coverage and timeliness of ICAP completions, will, at a minimum, employ a Project Director and a dedicated Quality Assurance Coordinator.
  - i. Both the Director and Quality Assurance coordinator must be available on-site for face-to-face weekly strategy and work group meetings with DMRS Central Office personnel, as well as regularly scheduled telephonic meetings.
  - ii. Office Location - The Contractor shall maintain an office location in Tennessee with hours of operation being standard State business hours of 8:00 a.m. to 4:30 p.m. (CST), Monday through Friday. The Contractor shall be accessible by phone, facsimile machine, or e-mail during standard State business hours.
  - iii. The Contractor shall not be a provider of any other direct service for DMRS.
  - iv. The Contractor shall credential and recruit a qualified statewide network of trained ICAP field evaluators. ICAP field evaluators will not be employees of DMRS or have other relationship with provider agencies where they are performing evaluations, which shall be deemed a conflict of interest.

**A.12. DMRS**

- a. DMRS shall notify providers of any changes to ICAP policy and procedures. DMRS shall notify providers that preferred informants for the ICAP interviews shall always be direct service providers, and that providers' cooperation in the identification of and access to direct service providers for ICAP interviews is necessary.
- b. DMRS shall confirm with the Contractor the names, social security numbers and Res, Day, PA and ISC agencies of all current Res, Day, PA and ISC community service recipients and supply conservator/guardian contact information.
- c. DMRS shall create a mechanism by which the Contractor may be notified of individuals and their admitting providers in the following situations:

- i. persons admitted into Res, Day, PA, ISC services from the waiting list,
  - ii. persons approved for transitioning from one Res, Day, PA, ISC community agency to another, and
  - iii. persons approved for transitioning from Developmental Centers, Mental Health Institutes, or Nursing Facilities into Res, Day, PA, ISC community services.
- d. DMRS will appoint a person to advise the Contractor of new Res, Day, PA and ISC agencies along with their contact and agency code information.
- e. DMRS will appoint a person to periodically review the (Contractor supplied) list of staff approved for secure web access and report to the Contractor those persons whose access must be revoked or reduced.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on February 1, 2007 and ending on January 31, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend the Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed four million, eight hundred thirty thousand, seven-hundred sixty-three dollars, and thirty cents (\$4,830,763.30). The Service/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 Service/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 Service/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 Service/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 Service 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. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT</u>	PAYMENT RATE PER ASSESSMENT				
	Year 1	Year 2	Year 3	Year 4 *	Year 5 *
	2/1/07- 1/31/08	2/1/08- 1/31/09	2/1/09- 1/31/10	2/1/10- 1/31/11	2/1/11- 1/31/12
Community Service ICAP Assessments Rate Per Assessment	335.05	348.45	362.39	376.89	391.96
Developmental Center ICAP Assessments Rate Per Assessment	162.69	169.20	175.97	183.00	190.32
Regional Office Intake Processing Rate Per Assessment	60.31	62.72	65.23	67.84	70.55
Post Admission Follow-Up ICAP Assessments Rate Per Assessment	335.05	348.45	362.39	376.89	391.96

\*Contingent upon the contract being extended by way of approved amendment.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

Additionally the following rates will apply:

<u>SERVICE</u>	PAYMENT RATE PER HOUR				
	Year 1	Year 2	Year 3	Year 4 *	Year 5 *
	2/1/07- 1/31/08	2/1/08- 1/31/09	2/1/09- 1/31/10	2/1/10- 1/31/11	2/1/11- 1/31/12
Major Web or Report Re-Programming Rate Per Hour	85.00	88.40	91.94	95.61	99.44

\*Contingent upon the contract being extended by way of approved amendment.

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

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

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

- C.5. 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.6. 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.7. 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.8. 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 thirty (30) 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 without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). 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.

- 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. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, 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 as Attachment 1, 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 Public Chapter 878 of 2006 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 against the State 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. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. 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.13. 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.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. 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, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. 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.18. 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.19. 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.20. 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 facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Stephen H. Norris, Deputy Commissioner  
Department of Finance and Administration  
Division of Mental Retardation Services  
500 Deaderick Street, Suite 1500  
Nashville, Tennessee 37243  
Telephone Number: 615-532-6538  
Facsimile Number: (615) 532-9940

Program Contact:

Denine Hunt, Director of Operations  
Department of Finance and Administration  
Division of Mental Retardation Services  
500 Deaderick Street, Suite 1500  
Nashville, Tennessee 37243  
Telephone Number: (615) 532-6540  
Facsimile Number: (615) 532-9940

Fiscal Contact:

Stephen Beaty  
Department of Finance and Administration  
Division of Mental Retardation Services  
500 Deaderick Street, Suite 1330  
Nashville, Tennessee 37243  
Telephone Number: (615)-253-2378  
Facsimile Number: (615) 253-2391

The Contractor:

Teri Stokes, Chief Operating Officer  
Dual Diagnosis Management, LLC  
227 French Landing Drive, Suite 250  
Nashville, Tennessee 37228  
Telephone Number: (615)-642-6325  
Facsimile Number: 1 (877) 431-9568

All instructions, notices, consents, demands, or other communications shall be considered

effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- 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. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.5. 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.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
  - b. All Clarifications and addenda made to the Contractor's Proposal
  - c. The Request for Proposal and its associated amendments
  - d. Technical Specifications provided to the Contractor
  - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.8. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.10. 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.11. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

E.12. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.13. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

E.14. 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.15. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its 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 offense 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 for 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.

E.16. 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.
- c. 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.17. 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-344.02-832 (Attachment 6.3, Section B, Item B.13.) 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 Business Diversity Enterprise in form and substance as required by said office.



**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Dual Diagnosis Management, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	62-1730800

**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.**

**SIGNATURE & DATE:**

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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.