

CONTRACT #6
RFS # 345.70-03010
FA # Pending

Human Services
Division of Rehabilitation
Services

VENDOR:
Glenn Mental Health, PLLC



RECEIVED

DEC 03 2009

STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

CITIZENS PLAZA BUILDING
400 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1403

TELEPHONE: 615-313-4700 FAX: 615-741-4165
TTY: 1-800-270-1349
www.state.tn.us/humanserv/

FISCAL REVIEW

PHIL BREDESEN
GOVERNOR

VIRGINIA T. LODGE
COMMISSIONER

December 3, 2009

Mr. James W. White, Executive Director
Tennessee General Assembly
Fiscal Review Committee
320 Sixth Ave., N.
8th Floor Rachel Jackson Building
Nashville, TN 34243

Dear Mr. White:

On November 20, 2009, the Department of Human Services released notification of a Professional Services Solicitation related to the provision of psychiatric services at the Tennessee Rehabilitation Center to more than thirty potential service providers. The solicitation was also posted on the State's procurement website. Unfortunately, when the deadline had passed for the receipt of offers in response to the solicitation, only one response had been received. This respondent meets all qualifications that were set forth in the solicitation. Given the criticality of having these services available to clients at the rehabilitation center, the Department believes it to be in the best interest of the State to pursue a non-competitive contract with this offeror. Even though this contract will be established as a result of a competitive procurement, we are complying with requirements to submit a non-competitive contract request. Given the circumstances necessitating said request, along with the aforementioned criticality to continue providing these services, we trust you will understand why we were unable to meet the requirement to submit the request with sixty days lead time.

In addition to the actual text of the contract with its corresponding *Contract Summary Sheet*, we have provided a *Non-competitive Contract Request* form, and the supplemental documentation that is required by the FRC.

We hope that this information facilitates favorable FRC evaluation of this request. However, if you require additional information, please contact Jeff Roberts at 615-313-4705. Otherwise, thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Virginia T. Lodge".

Virginia T. Lodge
Commissioner

VTL:DTG

Attachments

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Jeff Roberts	*Contact Phone:	(615) 313-4705		
*Original Contract Number:	Not Yet Assigned	*Original RFS Number:	345.70-030-10		
Edison Contract Number: <i>(if applicable)</i>	N/A	Edison RFS Number: <i>(if applicable)</i>	N/A		
*Original Contract Begin Date:	January 1, 2010	*Current End Date:	December 31, 2014		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Department of Human Services				
*Division:	Rehabilitation Services				
*Date Submitted:	December 3, 2009				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Although competitively bid, only one offer received				
*Contract Vendor Name:	Glenn Mental Health, PLLC				
*Current Maximum Liability:	\$90,000 per year				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY
\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2005	FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY
\$69,991.25	\$69,991.25	\$47,785.00	\$57,522.50	\$55,005.00	\$
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			

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State:		Federal:	
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>		
N/A		N/A		
Method of Original Award: <i>(if applicable)</i>		Request for Proposals		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$450,000		

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.

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

Deliverable description:	FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015
Psychiatric Services	\$45,000	\$90,000	\$90,000	\$90,000	\$90,000	\$45,000

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: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015

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: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

FY 2009

DEPT	BDATE	NO	SEQ	D	EFFDATE	FRY	DMI	TC	CC	DEPT	FDD	OBJ	GRANT	VENDOR	REFDOC	WARRANT	AMOUNT	DESCRIPTION	VENDORNAME	ADDR1	CITY	STATE	ZIP	PDATE
34570	080811	D	525	00016	0	080811	09	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R744373	\$4,488.75	345.70 JULY SERVICES TRC	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	080812
34570	080903	D	525	00011	0	080903	09	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R777118	\$4,583.75	345.70 #AUG SERVICES TRC	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	080909
34570	081006	D	525	00002	0	081006	09	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R819992	\$5,747.50	345.70 SEPTEMBER SERVICE TRC	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	081013
34570	081104	D	525	00013	0	081104	09	3	103	185	34570	1100	084	VR9001	V20816768400	FA051600R849718	\$4,816.50	345.70 OCT SERVICES - TRC	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	081105
34570	081205	D	525	00014	0	081205	09	3	103	185	34570	1100	084	VR9001	V20816768400	FA051600R889180	\$3,472.25	345.70 TRC NOV SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	081208
34570	081216	D	525	00011	0	081216	09	3	103	185	34570	1100	084	VR9001	V20816768400	FA051600R904707	\$2,208.75	345.70 #TRC DEC SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	081217
34570	090206	D	525	00006	0	090206	09	3	103	185	34570	1100	084	VR9001	V20816768400	FA051600R957561	\$4,013.75	345.70 #TRC JAN SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	090210
34570	090227	D	525	00019	0	090227	09	3	103	185	34570	1100	084	VR9001	V20816768400	FA051600R977633	\$3,586.25	345.70 SYMRNA TRC FEB SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	090302
34570	090407	D	525	00013	0	090407	09	3	103	185	34570	1100	084	VR9001	V20816768400	FA051600S015541	\$3,681.25	345.70 #TRC MARCH SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	090408
34570	090505	D	525	00003	0	090505	09	3	103	185	34570	1100	084	VR9001	V20816768400	FA051600S038095	\$6,412.50	345.70 TRC APRIL SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	090506
34570	090602	D	525	00008	0	090602	09	3	103	185	34570	1100	084	VR9001	V20816768400	FA051600S080568	\$5,723.75	345.70 MAY TRC SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	090603
34570	090701	D	525	00043	0	090630	09	3	103	185	34570	1100	084	VR9001	V20816768400	FA051600S086311	\$6,270.00	345.70 #TRC JUNE 09 SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	090702

\$55,005.00

FY 2008

DEPT	BDATE	NO	SEQ	D	EFFDATE	FRY	DMI	TC	CC	DEPT	FDD	OBJ	GRANT	VENDOR	REFDOC	WARRANT	AMOUNT	DESCRIPTION	VENDORNAME	ADDR1	CITY	STATE	ZIP	PDATE
34570	070807	D	525	00026	0	070807	08	3	103	185	34570	1100	084	VR7001	V20816768400	FA051600R298070	\$4,061.25	345.70 JULY	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	070808
34570	070906	D	525	00018	0	070906	08	3	103	185	34570	1100	084	VR7001	V20816768400	FA051600R330188	\$4,346.25	345.70 TRC AUG SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	070907
34570	071003	D	525	00004	0	071003	08	3	103	185	34570	1100	084	VR7001	V20816768400	FA051600R366674	\$5,082.50	345.70 SEPT.	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	071008
34570	071106	D	525	00015	0	071106	08	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R404118	\$6,246.25	345.70 OCT.	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	071107
34570	071206	D	525	00020	0	071206	08	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R442724	\$4,726.25	345.70 NOV.	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	071210
34570	071219	D	525	00025	0	071219	08	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R480460	\$2,018.75	345.70 DEC.	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	071220
34570	080205	D	525	00020	0	080205	08	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R513469	\$5,913.75	345.70 JAN.	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	080207
34570	080304	D	525	00015	0	080304	08	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R547095	\$5,462.50	345.70 FEB.	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	080305
34570	080408	D	525	00029	0	080408	08	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R590970	\$5,248.75	345.70 MARCH	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	080409
34570	080505	D	525	00022	0	080505	08	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R625158	\$3,728.75	345.70 APRIL	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	080506
34570	080604	D	525	00021	0	080604	08	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R663498	\$5,890.00	345.70 MAY	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	080605
34570	080703	D	525	00002	0	080630	08	3	103	185	34570	1100	084	VR8001	V20816768400	FA051600R702663	\$4,797.50	345.70 JUNE SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	080707

\$57,522.50

FY 2007

DEPT	BDATE	NO	SEQ	D	EFFDATE	FRY	DMI	TC	CC	DEPT	FDD	OBJ	GRANT	VENDOR	REFDOC	WARRANT	AMOUNT	DESCRIPTION	VENDORNAME	ADDR1	CITY	STATE	ZIP	PDATE
34570	060802	D	526	00017	0	060802	07	3	103	185	34570	1100	084	VR6001	V55792278600	FA051600Q866985	\$5,367.50	345.70 JULY	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	060803
34570	060915	D	525	00008	0	060915	07	3	103	185	34570	1100	084	VR6001	V55792278600	FA051600Q915213	\$5,842.50	345.70 #AUG SERVICES	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	060915
34570	061013	D	525	00023	0	061013	07	3	103	185	34570	1100	084	VR7001	V55792278600	FA051600Q950833	\$4,583.75	345.70 SEPT.	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	061018
34570	061114	D	525	00024	0	061114	07	3	103	185	34570	1100	084	VR7001	V55792278600	FA051600Q985322	\$5,533.75	345.70 OCT.	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	061115
34570	061219	D	526	00036	0	061219	07	3	103	185	34570	1100	084	VR7001	V55792278600	FA051600R026590	\$2,351.25	345.70 DEC.	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	061220
34570	070206	D	527	00005	0	070206	07	3	103	185	34570	1100	084	VR7001	V55792278600	FA051600R077163	\$4,013.75	345.70 JAN.	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	070207
34570	070306	D	529	00026	0	070306	07	3	103	185	34570	1100	084	VR7001	V55792278600	FA051600R110996	\$2,826.25	345.70 FEB.	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	070307
34570	070405	D	526	00020	0	070405	07	3	103	185	34570	1100	084	VR7001	V55792278600	FA051600R148272	\$5,438.75	345.70 MARCH	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	070409
34570	070502	D	525	00025	0	070502	07	3	103	185	34570	1100	084	VR7001	V55792278600	FA051600R181307	\$3,230.00	345.70 APRIL	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	070503
34570	070605	D	525	00003	0	070605	07	3	103	185	34570	1100	084	VR7001	V55792278600	FA051600R220597	\$4,512.50	345.70 MAY SERVICES	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	070606
34570	070709	D	526	00005	0	070630	07	3	103	185	34570	1100	084	VR7001	V20816768400	FA051600R265682	\$4,085.00	345.70 JUNE	GLENN MENTAL HEALTH PLLC	1011 GASSERWAY CIR	BRENTWOOD	TN	370278514	070710

\$47,785.00

FY 2006

DEPT	BDATE	NO	SEQ	D	EFFDATE	FRY	DMI	TC	CC	DEPT	FDD	OBJ	GRANT	VENDOR	REFDOC	WARRANT	AMOUNT	DESCRIPTION	VENDORNAME	ADDR1	CITY	STATE	ZIP	PDATE
34570	050809	D	527	00004	0	050809	06	3	103	185	34570	1100	084	VR5001	V55792278600	FA051600Q464276	\$6,673.75	345.70 TRC	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	050810
34570	050906	D	525	00026	0	050906	06	3	103	185	34570	1100	084	VR5001	V55792278600	FA051600Q492514	\$8,241.25	345.70 TRC	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	050907
34570	051005	D	525	00010	0	051005	06	3	103	185	34570	1100	084	VR5001	V55792278600	FA051600Q525528	\$5,106.25	345.70 SEPT.	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	37027	051006
34570	051108	D	525	00025	0	051108	06	3	103	185	34570	1100	084	VR6001	V55792278600	FA051600Q561599	\$5,177.50	345.70 OCT.	RENEE L GLENN MD	1011 GASSERWAY CIRCLE	BRENTWOOD	TN	3702	

NON-COMPETITIVE CONTRACT REQUEST

This request is NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

RECEIVED

APPROVED

DEC 03 2009

FISCAL REVIEW

COMMISSIONER OF FINANCE & ADMINISTRATION

AGENCY REQUEST TRACKING # 34570-03010

1	PROCURING AGENCY	Department of Human Services
2	SERVICE	Psychiatry Services at the Tennessee Rehabilitation Center
3	APPROVAL CRITERIA (select one)	<input checked="" type="checkbox"/> 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
4	PROPOSED CONTRACTOR	Glenn Mental Health, PLLC
5	CONTRACT BEGIN DATE (attach explanation if < 60 days after F&A receipt)	January 1, 2010
6	CONTRACT END DATE (with ALL options to extend exercised)	December 31, 2014
7	MAXIMUM CONTRACT COST (with ALL options to extend exercised)	\$450,000.00
8	SERVICE DESCRIPTION	The State seeks a qualified provider of psychiatric services to treat clients the Tennessee Rehabilitation Center (TRC) in Smyrna, Tennessee.
9	EXPLANATION OF NEED FOR OR REQUIREMENT PLACED ON THE STATE TO ACQUIRE THE SERVICE	The TRC was established as a comprehensive rehabilitation and training center for individuals with disabilities to enable them to become self sufficient, employable, and able to live as independently as possible in order to reduce dependency on government and family resources. Many of these individuals possess severe, multiple disabilities including mental retardation, significant emotional disorders, and traumatic brain injury, and therefore require mental health treatment from a qualified provider.
10	HAS THE PROCURING AGENCY EVER BOUGHT THE SERVICE BEFORE ? <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO IF SO, WHAT PROCUREMENT METHOD WAS USED ?	Alternative Competitive Procurement
11	NAME & ADDRESS OF THE CONTRACTOR'S PRINCIPAL OWNER(S) (NOT required for a TN state education institution)	Renee L. Glenn, M.D. Glenn Mental Health, PLLC 1011 Gasserway Circle Brentwood, TN 37027

AGENCY REQUEST TRACKING # 34570-03010**12 EVIDENCE OF THE CONTRACTOR'S EXPERIENCE & LENGTH OF EXPERIENCE PROVIDING THE SERVICE**

The proposed contractor has maintained a license to provide psychiatric treatment in the State of Tennessee since 1983, and has provided the specific services sought at the Tennessee Rehabilitation Center since 2004.

13 OFFICE FOR INFORMATION RESOURCES SUPPORT (required for information technology service)

ATTACHED or NOT APPLICABLE (N/A only to non-information technology service & THDA)

14 eHEALTH INITIATIVE SUPPORT (required for health-related professional, pharmaceutical, laboratory, or imaging service)

ATTACHED or NOT APPLICABLE

15 HUMAN RESOURCES SUPPORT (required for state employee training service)

ATTACHED or NOT APPLICABLE

16 DESCRIPTION OF EFFORTS TO IDENTIFY REASONABLE, COMPETITIVE, PROCUREMENT ALTERNATIVES

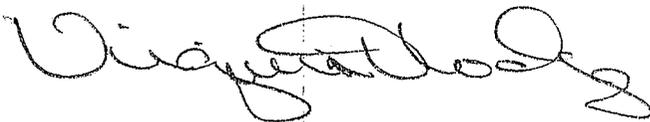
A Professional Services Solicitation was initiated via an approved alternative procurement method request on November 20, 2009. Over thirty companies and individuals received direct notification of the procurement, and it was also posted on the State's services procurement website. Given that only one offer was received, the Department is seeking to negotiate a contract with that Offeror.

17 JUSTIFICATION FOR NON-COMPETITIVE NEGOTIATION RATHER THAN A COMPETITIVE PROCESS

As stated in #16, a competitive process was initiated to select a vendor for these services, but only one offer to provide the services was received. Since the services sought are crucial to client well-being at the Tennessee Rehabilitation Center, and further attempts to obtain competitive offers will result in needless delays in obtaining a vendor for said services, the Department believes that it is in the State's best interest to procure the services from the only responsive Offeror to the Professional Services Solicitation.

AGENCY HEAD SIGNATURE & DATE

(MUST be signed & dated by the ACTUAL procuring agency head as detailed on the current Signature Certification on file with OCR— signature by an authorized signatory acceptable only if exigent circumstances documented)



12-2-09

RULE EXCEPTION REQUEST FOR NON-COMPLIANCE WITH MODEL POLICY

(Rule 0620-3-3-.05 applicable to contracts or Rule 0620-3-3-.03(2)(a) applicable to RFPs)

A rule exception is NOT required to delete or revise language as permitted by applicable model policy instructions.

cy09-803

APPROVED

MD Gentry 9/23/09
 COMMISSIONER OF FINANCE & ADMINISTRATION

1	REQUEST RFS #	34570-02610 (associated with RFS # 34570-02210)
2	CONTRACT OR RFP #	34570-02210
3	SERVICE	Psychiatry Services
4	CONTRACTOR	To Be Determined
5	CONTRACT BEGIN DATE	November 16, 2009
6	CONTRACT END DATE (with ALL options to extend exercised)	November 30, 2015
7	CONTRACT MAXIMUM LIABILITY (with ALL options to extend exercised)	\$510,000.00
8	MODEL POLICY APPLICABLE TO REQUEST	FA-Type, Fee-for-service Contract Model Policy
9	SUBJECT, MODEL TEXT	<p>E.#. <u>Insurance</u>. The Contractor shall carry adequate liability and other appropriate forms of insurance.</p> <p>a. The Contractor shall maintain, at minimum, the following insurance coverage:</p> <p>(1) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.</p> <p>b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.</p>

RECEIVED

By OCR at 2:10 pm, Sep 23, 2009

1 REQUEST RFS #	34570-02610 (associated with RFS # 34570-02210)
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10 EXACT PROPOSED TEXT

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

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

(1) Comprehensive Commercial General Liability with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.

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

11 JUSTIFICATION

The proposed revision to the model text reflects the content in the *ACCORD™ Certificate of Liability Insurance* that is typically received from offerors to verify insurance coverage, which does not include the breakdown of coverage types indicate in the model text. Because we believe that including the parenthetical that details the various coverages will create confusion for the contractor and the state, we prefer to omit it.

AGENCY HEAD SIGNATURE & DATE (procuring agency head or authorized signatory)

Virginia T. Lodge /KAS

VIRGINIA T. LODGE, COMMISSIONER

9/23/09

DATE



TRANSMITTAL

Request for Procurement Document Endorsement

TO : Melissa E. Hargiss, **FAX # 532-2849**
 Assistant Director of the eHealth Initiative

13th Floor Tennessee Tower
 312 Eight Avenue North
 Nashville, TN 37243
 (615) 532-1553

FROM : Sandra Gray 
 Director, Contract Performance and Administration **FAX # 313-5356**

11th Floor Citizens Plaza Building
 400 Deaderick Street
 Nashville, TN 37243
 (615) 313-4794

DATE : July 29, 2009

RFS # 34570-02210

RE : PROFESSIONAL SERVICE SOLICITATION FOR PSYCHIATRIC SERVICES

The attached service procurement document involves the state of Tennessee buying medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services. Accordingly, it requires the review and support of the eHealth Initiative staff. While the attached documents are a draft version of the Professional Service Solicitation that will be released to interested parties, we believe that it provides the context necessary for your review. The purpose of this communication is to request said review and support.

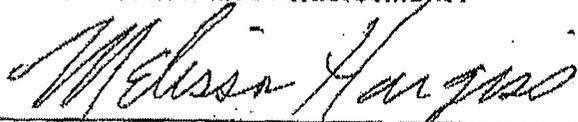
Please sign below to document the review and support of the subject procurement document by the eHealth Initiative, and return this communication at your earliest convenience.

If there are any questions or concerns about this matter, contact David Gilliam at (615) 313-2270. Thank you for your help.

Attachment(s)

(Note to Requesting Party: Attachment(s) must include the entire proposed RFP, non-competitive contract request, competitive negotiation request, alternative procurement process request, contract, or amendment)

eHealth Initiative Endorsement :



Assistant Director of the eHealth Initiative

8-14-09
 Date



CONTRACT

(FA-type fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Agency Tracking # <p style="text-align: center; font-size: 1.2em;">34570-03010</p>	Edison ID
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Contractor Glenn Mental Health PLLC	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 208167684-00
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Service
 TRC Health Consultant Services - Psychiatrist

Contract Begin Date January 1, 2010	Contract End Date December 31, 2014	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # (s) 84.126
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010	\$9,585.00	\$35,415.00	\$0.00	\$0.00	\$45,000.00
2011	\$19,170.00	\$70,830.00	\$0.00	\$0.00	\$90,000.00
2012	\$19,170.00	\$70,830.00	\$0.00	\$0.00	\$90,000.00
2013	\$19,170.00	\$70,830.00	\$0.00	\$0.00	\$90,000.00
2014	\$19,170.00	\$70,830.00	\$0.00	\$0.00	\$90,000.00
2015	\$9,585.00	\$35,415.00	\$0.00	\$0.00	\$45,000.00
TOTAL:	\$95,850.00	\$354,150.00	\$0.00	\$0.00	\$450,000.00

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

OCR USE FA	Agency Contact & Telephone # <p style="text-align: center;">Tom Osborne (615) 313-5367</p>				
	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) <p style="text-align: center; font-size: 1.2em;">Jeffrey W. Roberts</p>				
	<table style="width: 100%;"> <tr> <td style="width: 50%;">Speed Code</td> <td style="width: 50%;">Account Code</td> </tr> <tr> <td>HS00000821</td> <td>70804000</td> </tr> </table>	Speed Code	Account Code	HS00000821	70804000
Speed Code	Account Code				
HS00000821	70804000				

Contractor Ownership/Control

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other

Contractor Selection Method

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *
<input checked="" type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Other *	

*** Procurement Process Summary**
 Contract awarded via approved non-competitive request dated _____.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
GLENN MENTAL HEALTH, PLLC**

This Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Glenn Mental Health, PLLC, hereinafter referred to as the "Contractor," is for the provision of Psychiatric Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a limited liability company.

Contractor Federal Employer Identification or Social Security Number: 20-8167684

Contractor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall provide psychiatric and mental health care services to Tennessee Rehabilitation Center (TRC) clients, who may possess a wide variety of physical, mental, and emotional disabilities.
- A.3. The Contractor shall provide psychiatric services to clients of the TRC, including, but not limited to, psychiatric screening, psychiatric evaluation, conducting individual and group therapy, and prescribing medication as indicated. Each client's chart shall be updated to reflect the treatment plan implemented.
- A.4. The Contractor shall review all psychiatric records for clients pending admission to the TRC programs to determine the appropriateness of accepting them into a program.
- A.5. The Contractor shall complete a comprehensive psychiatric evaluation on all clients who are entering rehabilitation evaluation and training programs at the TRC, with a focus on identifying functional capacities and limitations. Results of said evaluation shall be provided by the Contractor in a form and substance acceptable to the State within five (5) business days of the evaluation. Failure to provide said evaluation in a timely manner may subject the Contractor to the payment of Liquidated Damages, as specified in Attachment A—Breaches and Associated Liquidated Damages.
- A.6. The Contractor shall evaluate and treat acute psychiatric illnesses of TRC clients and monitor chronic psychiatric conditions, treating these as appropriate.
- A.7. The Contractor shall advise TRC nursing and other staff regarding skills and techniques of caring for clients with various psychiatric manifestations, such as suicidal ideation, since clients with such may require that they be isolated in the infirmary.
- A.8. The Contractor shall provide ongoing verbal case consultation to TRC and field staff regarding individual clients, including recommending services requisite to improving a client's chances for successful employment.
- A.9. The Contractor shall be available for consultation regarding psychiatric and mental health care matters by pager or phone twenty-four (24) hours per day, seven (7) days per week and shall respond to a page or phone call by TRC staff within thirty (30) minutes of receipt. The Contractor shall be compensated for said telephone consultation, in accordance with the payment rate described in Section C.3.d. Failure to be available/responsive may subject the Contractor to the payment of Liquidated Damages, as specified in Attachment A—Breaches and Associated Liquidated Damages. The State may, when good cause is evident, waive said penalties at its sole discretion.
- A.10. The Contractor shall review, as necessary, current policies described in the TRC Policy Manual and psychiatric protocols regarding nursing and psychiatric care of clients as described in the Student Health

Protocol Manual, to ensure that these policies and protocols are consistent with current standards of psychiatric practice.

- A.11. The Contractor shall, when implementing new psychiatric procedures and protocols, and at the request of the State, conduct training activities with nursing and/or other center staff.
- A.12. The Contractor shall, at the request of the State, develop and present psychiatry or mental health-related professional development programs, as needed to address client needs, for TRC nursing and program staff.
- A.13. The Contractor shall consult, as appropriate, with TRC staff, private physicians, other psychiatrists, psychologists, specialty physicians, and/or parents/conservators to advise regarding a client's psychiatric/social needs. In addition, the Contractor shall report any clinical issue or problem to the Director of Nursing and/or their designee.
- A.14. The Contractor shall ensure that an adequate number of qualified Psychiatrists are available at all times to work an established schedule of hours, as prescribed by the State, to meet the needs of the TRC clients served. Notwithstanding the foregoing, the Contractor shall identify, subject to approval of the State, up to two psychiatrists who will provide these services, in order to ensure continuity of treatment and the success of an on-going multi-disciplinary approach with each client.
- A.15. The Contractor shall notify the State at least twenty-four (24) hours in advance if someone other than the psychiatrist(s) assigned to the TRC will be providing services. If the Contractor opts not to supply a substitute to provide temporary services, the State may designate a psychiatrist to provide temporary services and costs incurred by the State in doing so will be assessed against the Contractor, in accordance with Attachment A—Breaches and Associated Liquidated Damages (item 3). The State, at its sole discretion, may waive the requirements of this section.
- A.16. The Contractor shall prescreen candidates before making referrals to the State, in order to determine that they possess qualifications and competencies, including those specified below in Section A.17, appropriate to meet the unique needs of clients of the TRC.
- A.17. No later than January 1, 2010, and subsequently throughout the term of the Contract as requested by the State, the Contractor shall provide to the State, for each candidate referred:
- A resume;
 - A list of three professional references, including company name and address, name of a contact person, phone number, and e-mail address;
 - A valid Tennessee license to practice as a psychiatrist, in good standing;
 - Documentation confirming a minimum of five (5) years clinical experience working with individuals with a wide variety of physical, mental, and emotional disabilities, including but not limited to such conditions as, mental retardation and traumatic brain injuries;
 - A statement confirming or denying the existence of any malpractice judgments or settlements and of any unresolved investigations. If any of these exist, additional information regarding the status and disposition shall be fully disclosed;
 - A current Drug Enforcement Administration (DEA) Certificate;
 - Documentation of current professional liability insurance coverage of not less than \$1,000,000 per incident and \$3,000,000 aggregate;
 - Documentation of current Cardiopulmonary Resuscitation (CPR) certification.

The Contractor shall coordinate with the State to schedule interviews for each candidate referred.

The State will notify the Contractor of each candidate's acceptability. Until a sufficient number of candidates have been deemed acceptable by the State, the Contractor shall refer additional candidates.

- A.18. The State, at its sole discretion, reserves the right to refuse any personnel for use in the performance of this Contract.
- A.19. The Contractor shall maintain a current, full and unrestricted license to practice psychiatry in Tennessee and provide the State a copy of each license renewal, within five (5) business days of receipt. Failure of

the Contractor to comply with this requirement shall result in the State invoking its right to refuse unlicensed personnel. (Reference Section A.18.)

- A.20. The Contractor shall maintain a current DEA registration and certificate and a current CPR certification and shall provide the State a copy of each certificate renewal, within five (5) business days of receipt. Failure of the Contractor to comply with this requirement shall result in the State invoking its right to refuse unregistered/ uncertified personnel. (Reference Section A.18.)
- A.21. The Contractor shall routinely work fifteen (15) hours per week according to a schedule prescribed by the State. The State reserves the right to modify a weekly schedule to accommodate a larger or smaller patient workload, with notice of the schedule modification provided to the Contractor no less than twenty-four (24) hours prior. The State may impose liquidated damages for Contractor failure to report as scheduled. (Reference Attachment A— Breaches and Associated Liquidated Damages.)
- A.22. The Contractor shall be responsible for providing International Classification of Diseases (ICD-9) Codes for all orders written which require an ICD-9 code for proper billing.
- A.23. The Contractor shall obtain prior approval(s) / authorization(s) for prescription drug benefits within forty-eight (48) hours of identification of a need for indicated medication(s). (Reference Attachment A— Breaches and Associated Liquidated Damages.)
- A.24. The Contractor shall review and sign a copy of the Medication Administration Record for each client by the 10th of each month in order to verify the accuracy of orders.
- A.25. The Contractor shall work with an interdisciplinary rehabilitation team to communicate, plan, coordinate, and deliver needed individualized services to clients in a manner that adheres to current standards of psychiatric practice, and conveys respect and professionalism. The Contractor shall communicate directly with physicians providing services to TRC clients when there is a conflict with a client's medication or treatment plan.
- A.26. The Contractor shall arrive promptly as scheduled to conduct clinic duties and to attend meetings. The State may impose liquidated damages for Contractor failure to report as scheduled. (Reference Attachment A— Breaches and Associated Liquidated Damages.)
- A.27. The Contractor shall be appropriately attired in a manner that contributes to projecting an image of quality and professionalism, and shall wear an identification nametag.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on January 1, 2010 and ending on December 31, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Hundred Fifty Thousand Dollars and No Cents (\$450,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

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

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

Service Description	January 1, 2010- December 31, 2010 (per compensable increment)	January 1, 2011- December 31, 2011 (per compensable increment)	January 1, 2012- December 31, 2012 (per compensable increment)	January 1, 2013- December 31, 2013 (per compensable increment)	January 1, 2014- December 31, 2014 (per compensable increment)
Psychiatric Services	\$ 120.00 per hour	\$ 120.00 per hour	\$ 120.00 per hour	\$ 120.00 per hour	\$ 120.00 per hour

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

d. The Contractor shall be compensated for telephone consultation (Reference Section A.9.) in amounts based on quarter-hour increments of the amount shown in the table above. The number of minutes for which compensation is due shall be rounded to the next quarter-hour.

e. The Contractor shall utilize the period from January 1, 2010 to January 8, 2010 as a candidate referral period. However, no compensation shall be paid to the Contractor until actual service delivery begins January 19, 2010.

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Toddra Liddell, Director of Nursing
Department of Human Services
Tennessee Rehabilitation Center
460 Ninth Avenue
Smyrna, TN 37167

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Human Services; Division of Rehabilitation Services;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;

(11) Complete Itemization of Charges, which shall detail the following:

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

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

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

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

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least 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 below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- 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 at Attachment B, 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 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, natural disasters, riots, wars, 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 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:

Toddra Liddell, Director of Nursing
Department of Human Services
Tennessee Rehabilitation Center
460 Ninth Avenue
Smyrna, TN 37167
Toddra.S.Liddell@tn.gov
Telephone # (615) 459-6811 Ext. 115
FAX # (615) 459-0371

The Contractor:

Renee L. Glenn, M.D.
Glenn Mental Health, PLLC
1011 Gasserway Circle
Brentwood, TN 37027
rglenn3660@comcast.net
Telephone # (615) 377-0137
Fax # (615) 377-0635

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this

Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Comprehensive Commercial General Liability with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$3,000,000) aggregate.
 - b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.
- E.7. 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.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.10. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

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

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

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.
 - (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
 - (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment A and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage

sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

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

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

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

The declaration of a Partial Default prior to the State's assessment of Liquidated Damages does not preempt the State's right to withhold Liquidated Damages for the period during which the Contractor has failed to perform the services in question. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Opportunity to Cure—

- (a) At the State's option, the Contractor shall have the opportunity to cure a breach of contract resulting in failure to perform. The request for a cure period must be submitted in writing within three (3) business days of Contractor being notified of, or becoming aware of, a failure to perform the services as outlined within this Contract.
- (b) The cure period granted under subsection (a) shall not exceed fifteen (15) business days. The Contractor may submit a written request for a cure period longer than fifteen (15) days, setting forth the reasons for such request.
- (c) This opportunity to cure shall not be available in circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, if a cure period would unreasonably delay completion of the Contract, or if State operations dependent on the Contract would be adversely impacted.

- (5) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity.

The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination.

- b. **State Breach**— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.11. **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. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.12. **Limitation of Liability.** The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

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. **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.15. Public Exigency Service Provision Extension. At the option of the State, the Contractor agrees to continue services for the Department when the Department determines there is a public exigency that requires the contracted services to continue. Continuation of services pursuant to this subsection shall be in six (6) month increments and the total of all public exigency extensions shall not exceed twelve (12) months. Thirty (30) days notice shall be given by the Department before this option is exercised. The Contractor reimbursement rate during emergency periods shall be the established payment rate in effect during the last year of this Contract.

IN WITNESS WHEREOF,

GLENN MENTAL HEALTH, PLLC:

RENEE L. GLENN, M.D., OWNER

DATE

DEPARTMENT OF HUMAN SERVICES:

VIRGINIA T. LODGE, COMMISSIONER

DATE

ATTACHMENT A

BREACHES AND ASSOCIATED LIQUIDATED DAMAGES

1.	Failure to provide an evaluation report in a timely manner. (Reference Section A.5.)	\$20.00	Per occurrence/per day
2.	Failure to respond as required when phoned/paged. (Reference Section A.9.)	\$50.00	Per occurrence
3.	Failure to communicate to the State twenty-four (24) hours in advance of providing a substitute Psychiatrist, or failure to provide said substitute. (Reference Section A.15.)	\$1000.00	Per business day that the State is required to utilize temporary services of another vendor
4.	Failure to arrive promptly to conduct scheduled duties. (Reference Section A. 21. and A. 26.)	An amount equal to two (2) times the applicable rate for the service, as shown in Section C.3.	Per scheduled hour, commencing after the first half-hour scheduled
5.	Failure to obtain prior approval(s) / authorization(s) for prescription drug benefits within forty-eight (48) hours of identification of a need for indicated medication(s). (Reference Section A.25.)	\$20.00	Per occurrence

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION