

CONTRACT #18
RFS # 339.17-961
ED # 09-24933
Edison # 5676

Mental Health
Memphis Mental Health
Institute

VENDOR:
University of Tennessee



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH
MEMPHIS MENTAL HEALTH INSTITUTE
951 COURT AVE
MEMPHIS, TN 38103
(901)-577-1800

LISA DANIEL
INTERIM CHIEF EXECUTIVE OFFICER

YOLANDREA
CLARK
ADMINISTRATOR

February 29, 2012

To: Fiscal Review Committee
Allotment Code: 339.17
Vendor: University of Tennessee

Contract Number: ED0924933 (Edison #5676)

Memphis Mental Health Institute is a 75 bed state operated psychiatric inpatient hospital in Memphis, Tennessee. It is a division of the Tennessee Department of Mental Health.

Memphis Mental Health Institute (MMHI) respectfully requests approval for continuation of the University of Tennessee (UT) contract amendment 04 for fiscal year 2013. This contract amendment 04 will not increase the current contract maximum liability. This request is to amend the original contract to utilize the option to continue the existing contract through fiscal year 2013 as stated in section B.2. of the contract.

MMHI provides twenty-four (24) hours per day, seven (7) days per week care and treatment of psychiatric patients admitted to this state facility. Psychiatric coverage at all times is essential. The facility wishes to retain the services of UT contracted Psychiatrist and Residents to fulfill the staffing needs of MMHI when the need arises. UT is the only medical school in West Tennessee that can provide the psychiatric coverage needed at MMHI and is conveniently located close to the facility. Utilizing a medical school such as UT is a very cost effective means of providing quality services at less cost. Also, utilizing UT will also help in maintaining a relationship with another state agency that can prove useful in any present and future endeavors.

If you have questions about this request or need further information please contact me, Lisa Daniel, at 901-577-1802.

Sincerely yours,

Lisa Daniel,
Interim Chief Executive Officer

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Linda C. White	*Contact Phone:	901-577-1821		
*Original Contract Number:	ED-0924933	*Original RFS Number:	339.17-961		
Edison Contract Number: <i>(if applicable)</i>	5676	Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	7/1/2008	*Current End Date:	6/30/2012		
Current Request Amendment Number: <i>(if applicable)</i>	4				
Proposed Amendment Effective Date: <i>(if applicable)</i>	7/1/2012				
*Department Submitting:	Mental Health				
*Division:	Memphis Mental Health Institute				
*Date Submitted:	2/29/2012				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	University of Tennessee				
*Current Maximum Liability:	\$891,188.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2009	FY: 2010	FY:2011	FY:2012	FY	FY
\$ 200,726	\$345,231	\$100,000	\$245,231	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2009	FY:2010	FY:2011	FY:2012	FY	FY
\$184,787	\$242,291	\$82,008	\$50,500 as of 2/7/12	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		The surplus from FY2009, FY 2010, FY2011 & projected surplus for FY2012 will cover contract for FY2013.			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A			
*Contract	State:		Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

Funding				
Source/Amount:				
Interdepartmental:			<i>Other:</i>	
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>		
A#1 -6/2009		Extend term, add dollars, and revise payment methodology		
A#2 - 6/2010		Extend term.		
A#3 - 6/2011		Extend term.		
Method of Original Award: <i>(if applicable)</i>		Non-Competitive		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$891,188.00 Projected total cost for FY2012 \$111,000: Actual-\$50,500 Estimate-\$60,500 Projected total cost for FY2013 \$200,100: Psychiatrist-150 days x 904.47= \$135,670.00 Resident-220 days x \$240.19= \$52,842.00 Resident-50 days x \$229.18= \$11,500.00		

Supplemental Documentation Required for Fiscal Review Committee, Page 3 –UT

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:2009	FY:2010	FY:2011	FY:2012	FY:2013
Psychiatrists and Psychiatric Residents	\$184,787	\$242,291	\$82,008	\$60,500	\$200,100

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.

NA

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.

NA

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:

	A	B	C	D	E	K	L	M	O	W	X
1	UT PSYCH & RESIDENTS					ED-092493	EDISON 5676				
2											
3	FY2012		UT PSYCH & RESIDENTS			ED-092493					
4	TO DATE AS OF 2/7/12		EXPENDITURES			5676					
5	Unit	Voucher	Invoice #	Vendor ID	Vendor Name	Amount Pd	Pymnt Date	Pymnt Method	Pymnt ID/Wmt #		
6	33917	00004067	10360	0000002802	Ut College Of Health Sciences	4324.320	10/4/2011	CHK	0001694401		
7	33917	00004498	10909	0000002802	Ut College Of Health Sciences	8198.640	1/19/2012	EFT	0001142563		
8	33917	00004497	10882	0000002802	Ut College Of Health Sciences	17696.520	1/19/2012	EFT	0001142563		
9	33917	00004499	10889	0000002802	Ut College Of Health Sciences	7052.640	1/19/2012	EFT	0001142560		
10	33917	00004736	11236	0000002802	Ut College Of Health Sciences	8930.400					
11	33917	00004737	11244	0000002802	Ut College Of Health Sciences	4324.320					
12											
13											
14	ACTUAL EXP THRU 2/7/12					\$ 50,526.84					
15											
16	ESTIMATE FOR REMINDER OF YR					\$ 60,000.00					
17											
18	PROJECT EXP FOR FY2012					\$ 110,526.84					
19											
20											
21	FY2011		UT PSYCH & RESIDENTS			ED-092493					
22	EXPENDITURES			5676							
23	Unit	Voucher	Invoice #	Vendor ID	Vendor Name	Amount Pd	Pymnt Date	Pymnt Method	Pymnt ID/Wmt #		
24	33917	00002899	8291	0000002802	Ut College Of Health Sciences	5958.680	10/4/2010	EFT	0000536303		
25	33917	00002900	7945	0000002802	Ut College Of Health Sciences	7968.640	10/4/2010	EFT	0000536303		
26	33917	00003323	9085	0000002802	Ut College Of Health Sciences	14667.220	2/14/2011	CHK	0001207348		
27	33917	00003324	9101	0000002802	Ut College Of Health Sciences	9858.240	2/14/2011	CHK	0001207348		
28	33917	00003325	9280	0000002802	Ut College Of Health Sciences	9494.880	2/14/2011	CHK	0001207348		
29	33917	00003441	8737	0000002802	Ut College Of Health Sciences	5045.040	3/8/2011	CHK	0001257376		
30	33917	00003442	8885	0000002802	Ut College Of Health Sciences	5045.040	3/8/2011	CHK	0001257376		
31	33917	00003514	9608	0000002802	Ut College Of Health Sciences	7781.890	3/29/2011	CHK	0001303094		
32	33917	00003635	9773	0000002802	Ut College Of Health Sciences	7947.360	5/2/2011	CHK	0001375258		
33	33917	00003710	9855	0000002802	Ut College Of Health Sciences	8241.200	5/24/2011	CHK	0001421883		
34											
35											
36	FY2011					\$ 82,008.19					
37											
38											
39	FY2010		UT PSYCH & RESIDENTS			EXPENDITURES					
40	ED-092493										
41	Unit	Voucher	Invoice	UT Cont #	Services Provided	Recon Status	Reconciled Date	Warrant Amount			
42	33917	00000206	5183	ASG123	Interns and Residents Billing	REC	7/18/2009	8941.440			
43	33917	00000176	5202	ASG123	Interns and Residents Billing	REC	7/16/2009	11193.160			
44	33917	00000218	5756	ASG123	Interns and Residents Billing	REC	7/25/2009	12793.680			
45	33917	00000331	5868	ASG123	Interns and Residents Billing	REC	8/15/2009	14636.120			
46	33917	00000658	5873	ASG123	Interns and Residents Billing	REC	9/22/2009	7141.880			
47	33917	00001408	6427	ASG123	Interns and Residents Billing	REC	2/4/2010	14451.380			
48	33917	00001410	6469	ASG123	Interns and Residents Billing	REC	2/4/2010	14451.380			
49	33917	00001411	6714	ASG123	Interns and Residents Billing	REC	2/4/2010	14451.380			
50	33917	00001412	6839	ASG123	Interns and Residents Billing	REC	2/17/2010	6734.280			
51	33917	00001672	7068	ASG123	Interns and Residents Billing	REC	3/6/2010	10322.320			
52	33917	00001867	7219	ASG123	Interns and Residents Billing	REC	5/8/2010	8862.420			
53	33917	00002112	7401	ASG123	Interns and Residents Billing	REC	5/7/2010	9387.400			
54	33917	00002330	7605	ASG123	Interns and Residents Billing	REC	6/8/2010	9387.400			
55	33917	00002454	7697	ASG123	Interns and Residents Billing	REC	6/26/2010	8448.480			
56	33917	00000177	5209	104298	Services of 2 Psychiatrist & 3 Psych	REC	7/18/2009	91089.240			
57	Total	54									
58								FY2010	\$ 242,291.96		\$ 242,291.96
59											
60											
61											
62											
63	TOTAL FROM FRC SUPPL.					FY2009	\$ 184,787.00		\$ 184,787.00		
64											
										\$ 619,613.99	

Non-Competitive Amendment Request

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

Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	33917-961	
1. Procuring Agency	Department of Mental Health, Memphis Mental Health Institute	
2. Contractor	University of Tennessee	
3. Contract #	ED-09-24933	
4. Proposed Amendment #	4	
5. Edison ID #	2802	
6. Contract Begin Date	July 1, 2008	
7. Current Contract End Date – with ALL options to extend exercised	June 30, 2012	
8. Proposed Contract End Date – with ALL options to extend exercised	June 30, 2013	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$891,188.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$891,188.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>University of Tennessee (UT) is the only medical school in West Tennessee that can provide the psychiatric coverage needed at Memphis Mental Health Institute (MMHI). Contracting with a Tennessee medical school for resident programs creates monetary savings for TDMH in the cost of psychiatric coverage over state or contract employees. Residents typically work for less than \$60,000 while hiring a full time psychiatrist with benefits runs in excess of \$170,000 a year.</p>	
15. Name & Address of the Contractor's Principal Owner(s)– NOT required for a TN state education institution		

Request Tracking #	33917-961
N/A, UT is a state education institute.	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>UT has provided this service to MMHI & other agencies for many years since it is the only medical school in West Tennessee that can provide the needed psychiatric for our service recipients by trained supervised personnel from the university. UT & MMHI has been in this partnership for years.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>MMHI has utilized the services from UT for many years since it is the only medical school in West Tennessee that can provide the needed psychiatric for our service recipients. Therefore, they were the sole source which eliminated competition.</p>	
<p>18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>UT is the only medical school in West Tennessee that can provide the psychiatric coverage needed at MMHI. Currently, MMHI uses the services of UT to provide psychiatric coverage to the service recipients at MMHI & the arrangement has been beneficial to both state agencies.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p> 2/29/12</p>	



CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #		
33917-961	5676	ED-09-24933	4		
Contractor Legal Entity Name			Edison Vendor ID		
University of Tennessee			2802		
Amendment Purpose & Effect(s)					
Amendment #4 for Psychiatrists (1 Psychiatrist & 3 Psychiatric Residents)					
Amendment Changes Contract End Date:		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	End Date: 6/30/2013		
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009				\$200,726.00	\$200,726.00
2010				\$345,231.00	\$345,231.00
2011				\$100,000.00	\$100,000.00
2012				\$245,231.00	\$245,231.00
2013				\$.00	\$.00
TOTAL:				\$891,188.00	\$891,188.00
American Recovery and Reinvestment Act (ARRA) Funding:				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>OCR USE</i>	
Speed Chart (optional)		Account Code (optional)			
MH00000586		3391730100/70804000			

**AMENDMENT FOUR
OF CONTRACT ED-09-24933-00, Edison 5676**

This Amendment is made and entered by and between the State of Tennessee, Department of Mental Health, Memphis Mental Health Institute, hereinafter referred to as the "State" and University of Tennessee, 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. 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 July 1, 2008 and ending on June 30, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

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

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

UNIVERSITY OF TENNESSEE:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH:

E. DOUGLAS VARNEY, COMMISSIONER

DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North -- 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman

Senators

Douglas Henry
Brian Kelsey
Eric Stewart
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Reginald Tate
Ken Yager

Rep. Curtis Johnson, Vice-Chairman

Representatives

Tommie Brown
Jim Coley
Charles Curtiss
Johnny Shaw
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

David Shepard
Tony Shipley
Curry Todd
Mark White

MEMORANDUM

TO: The Honorable Mark Emkes, Commissioner
Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee
Curtis Johnson, Vice-Chairman, Fiscal Review Committee

DATE: April 12, 2011

SUBJECT: **Contract Comments**
(Fiscal Review Committee Meeting 4/11/11)

BK
CJ

RFS# 339.17-961 (Edison # 5676)
Department: Mental Health
Division: Memphis Mental Health Institute (MMHI)
Vendor: University of Tennessee
Summary: The vendor currently provides psychiatric and resident services at the MMHI. The proposed amendment extends the current contract by one year through June 30, 2012.
Current maximum liability: \$891,188
Proposed maximum liability: \$891,188

After review, the Fiscal Review Committee voted to approve the contract amendment.

cc: The Honorable Doug Varney, Commissioner
Mr. Robert Barlow, Director, Office of Contracts Review



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH
MEMPHIS MENTAL HEALTH INSTITUTE
951 Court Avenue
MEMPHIS, TENNESSEE 38103-2813
Telephone (901) 577-1800

March 23, 2011

TO: Fiscal Review Committee

FROM: Jeanne West-Freeman, PhD. *JWF/lym*
Chief Executive Officer

RE: Vendor: University of Tennessee
Contract Number: ED-09-24933 Edison # 5676

Memphis Mental Health Institute (MMHI) respectfully requests approval of this non competitive amendment request which will allow the term of the contract to be extended through June 30, 2012. Extension of this contract would allow the University of Tennessee to continue to provide psychiatric and intern services to our service recipients. The University of Tennessee is the only facility in West Tennessee able to provide these services.

Memphis Mental Health Institute (MMHI) is a 75 bed state operated psychiatric hospital in Memphis, Tennessee. Our hospital provides twenty-four (24) hour, seven (7) days per week acute psychiatric services. The University of Tennessee is critical in our mission to provide exceptional psychiatric services to our service recipients. If you have any questions about this request or need additional information, please contact me, Jeanne West-Freeman at (901) 577-1800.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Yolandra Y. Clark		*Contact Phone:	901.577.1804	
*Original Contract Number:	ED-0924933		*Original RFS Number:	339.17-961	
Edison Contract Number: (if applicable)	5676		Edison RFS Number: (if applicable)		
*Original Contract Begin Date:	07/01/2008		*Current End Date:	06/30/2011	
Current Request Amendment Number: (if applicable)	3				
Proposed Amendment Effective Date: (if applicable)	07/01/2011				
*Department Submitting:	Mental Health				
*Division:	Memphis Mental Health Institute				
*Date Submitted:	03/17/2011				
*Submitted Within Sixty (60) days: If not, explain:	Yes				
*Contract Vendor Name:	University of Tennessee				
*Current Maximum Liability:	\$891,188.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2009	FY:2010	FY:2011	FY:	FY	FY
\$200,726	\$ 345,231	\$345,231	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2009	FY:2010	FY:2011	FY:	FY	FY
\$184,787	\$242,291	\$ 100,000	\$		\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			The surplus from FY2009, FY 2010 & projected surplus for FY2011 will cover contract for FY2012.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract	State:		Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

				FY:	FY:
Funding Source/Amount:					
Interdepartmental:		<i>Other:</i>			
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>		
A#1 -6/2009			Extend term, add dollars, and revise payment methodology		
A#2 -- 6/2010			Extend term.		
Method of Original Award: <i>(if applicable)</i>			Non Competitive Contract Request		
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$345,231.00		

Gross Amt	Reference	Pymnt Date	Recon Status	Reconciled Date	Warrant Amount	Method
8941.440	0000068160	7/8/2009	REC	7/18/2009	8941.440	CHK
7718.160	0000065676	7/2/2009	REC	7/16/2009	11193.160	CHK
12793.680	0000071753	7/14/2009	REC	7/25/2009	12793.680	CHK
9629.040	0000084104	8/4/2009	REC	8/15/2009	14636.120	CHK
7141.880	0000113716	9/10/2009	REC	9/22/2009	7141.880	CHK
5041.960	0000376129	1/22/2010	REC	2/4/2010	14451.380	CHK
4125.240	0000376129	1/22/2010	REC	2/4/2010	14451.380	CHK
5284.180	0000376129	1/22/2010	REC	2/4/2010	14451.380	CHK
5284.180	0000400990	2/2/2010	REC	2/17/2010	6734.280	CHK
3207.960	0000449100	2/23/2010	REC	3/6/2010	10322.320	CHK
8287.420	0000594327	4/27/2010	REC	5/8/2010	8862.420	CHK
9387.400	0000580096	4/20/2010	REC	5/7/2010	9387.400	CHK
9387.400	0000656790	5/26/2010	REC	6/8/2010	9387.400	CHK
8448.480	0000700219	6/15/2010	REC	6/26/2010	8448.480	CHK
89514.240	0000066383	7/6/2009	REC	7/18/2009	91089.240	CHK

242291.960



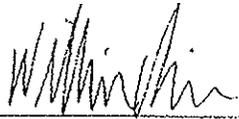
E-Health Pre-Approval Endorsement Request E-Mail Transmittal

TO : Lovel VanArsdale, Office of e-Health Initiatives
Department of Finance & Administration
E-mail : Lovel.Vanarsdale@tn.gov

FROM : Yolandrea Y. Clark
E-mail : yolandrea.clark@tn.gov

DATE : 22 March 2011

RE : Request for eHealth Pre-Approval Endorsement

Applicable RFS # 33917-961
Office of e-Health Initiatives Endorsement Signature & Date:
 3/22/2011
Office of e-Health Initiatives

Office of e-Health Initiatives (eHealth) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services as a component of the scope of service. This request seeks to ensure that eHealth is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

Please indicate eHealth endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Memphis Mental Health Institute
Agency Contact (name, phone, e-mail)	Yolandrea Y. Clark, 901.577.1804, yolandrea.clark@tn.gov
Required Attachments (as applicable – copies without signatures acceptable)	
<input checked="" type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request <input type="checkbox"/> proposed contract or amendment	
Medical/Mental Health-Related Service Description	
Purchasing Psychiatric and Resident Services from UT	

Non-Competitive Amendment Request

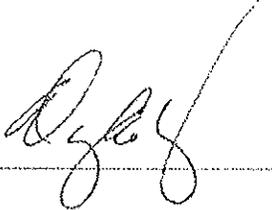
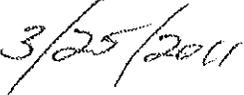
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: ARSPRS.ARSPRS@state.tn.us

APPROVED

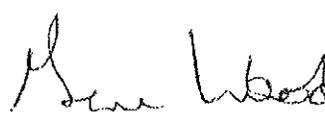
COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	33917-961	
Procuring Agency	Department of Mental Health, Memphis Mental Health Institute	
Contractor	University of Tennessee	
Contract #	ED-09-24933	
Proposed Amendment #	3	
Edison ID #	5676	
Contract Begin Date	July 1, 2008	
Current Contract End Date – with ALL options to extend exercised	June 30, 2011	
Proposed Contract End Date – with ALL options to extend exercised	June 30, 2012	
Current Maximum Contract Cost – with ALL options to extend exercised	\$891,188.00	
Proposed Maximum Contract Cost – with ALL options to extend exercised	\$891,188.00	
Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging service	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
Explanation Need for the Proposed Amendment		
Extend the term to June 30, 2012		
Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution		
N/A		

Request Tracking #	33917-961
<p>Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>The University of Tennessee College of Medicine (UT) is a fully accredited residency and medical education program with roots dating back to 1879. The School officially moved to Memphis in 1911. The UT College of Medicine has worked with Memphis Mental Health Institute to provide psychiatric residency for several decades. This provides a win-win situation for the University of Tennessee College of Medicine, Memphis Mental Health Institute (MMHI) and the State of Tennessee (State) as a typical resident works for \$60,000 where as hiring a full-time psychiatrist with benefits could run in excess of \$170,000.</p>	
<p>Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>UT is the only medical school in West Tennessee that can provide the psychiatric coverage needed at Memphis Mental Health Institute. This arrangement has been mutually beneficial to The State, MMHI and UT.</p>	
<p>Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>The University of Tennessee is the only facility in West Tennessee that can provide the needed psychiatric services at Memphis Mental Health.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p> </p>	



CONTRACT AMENDMENT

Agency Tracking # 33917-961	Edison ID 5676	Contract # ED-09-24933	Amendment # 3		
Contractor Legal Entity Name University of Tennessee			Edison Vendor ID 2802		
Amendment Purpose & Effect(s) Amendment #3 for Psychiatrists (1 Psychiatrist & 3 Psychiatric Residents)			FEIN or SSN (optional) 62-6001636-R3		
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2012			
Maximum Liability (TOTAL Contract Amount) Increase/Decrease per this Amendment:			0.00		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009					\$200,726.00
2010					\$345,231.00
2011					\$100,000.00
2012					\$245,231.00
TOTAL:					\$891,188.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 			OCR USE ED0924933-03		
Speed Code (optional) MH00000815		Account Code (optional) 3391754100/70804000			



AMENDMENT THREE
OF CONTRACT ED-09-24933 Edison 5676

This Amendment is made and entered by and between the State of Tennessee, Department of Mental Health, (as amended herein) hereinafter referred to as the "State" and University of Tennessee, hereinafter referred to as the "Contractor/Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

- 1. 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 July 1, 2008 and ending on June 30, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. The following is added as contract section E.12.
 - E. 12. Department Name: All references to the Department of Mental Health and Developmental Disabilities shall be deleted and replaced with Tennessee Department of Mental Health.

The revisions set forth herein shall be effective July 1, 2011. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

UNIVERSITY OF TENNESSEE:

JUN 26 2011

SIGNATURE DATE

Anthony A. Ferrara
Vice Chancellor
Finance & Operations

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH:

E. DOUGLAS VARNEY, COMMISSIONER 7/12/11
DATE



E-Health Pre-Approval Endorsement Request E-Mail Transmittal

TO : Lovel VanArsdale, Office of e-Health Initiatives
Department of Finance & Administration
E-mail : Lovel.Vanarsdale@tn.gov

FROM : Yolandrea Y. Clark
E-mail : yolandrea.clark@tn.gov

DATE : 22 March 2011

RE : Request for eHealth Pre-Approval Endorsement

Applicable RFS # 33917-961
Office of e-Health Initiatives Endorsement Signature & Date:
 3/22/2011
Office of e-Health Initiatives

Office of e-Health Initiatives (eHealth) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services as a component of the scope of service. This request seeks to ensure that eHealth is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

Please indicate eHealth endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Memphis Mental Health Institute
Agency Contact (name, phone, e-mail)	Yolandrea Y. Clark, 901.577.1804, yolandrea.clark@tn.gov
Required Attachments (as applicable – copies without signatures acceptable)	
<input checked="" type="checkbox"/> RFP, Compellive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request <input type="checkbox"/> proposed contract or amendment	
Medical/Mental Health-Related Service Description	
Purchasing Psychiatric and Resident Services from UT	



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North - 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators
Douglas Henry Reginald Tate
Doug Jackson Ken Yager
Brian Kelsey
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Charles Curtiss, Vice-Chairman
Representatives
Harry Brooks Donna Rowland
Curtis Johnson Tony Shipley
Steve McManus Curry Todd
Mary Pruitt Eddie Yokley
Craig Fitzhugh, *ex officio*
Speaker Kent Williams, *ex officio*

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
 Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee
 Charles Curtiss, Vice-Chairman, Fiscal Review Committee

DATE: May 12, 2010

SUBJECT: **Contract Comments - CORRECTED**
 (Fiscal Review Committee Meeting 4/12/10)

BK CC

RFS# 339.17-961

Department: Mental Health & Developmental Disabilities

Division: Memphis Mental Health Institute

Contractor: University of Tennessee

Summary: The vendor is currently responsible for the provision of psychiatric and resident services at the Memphis Mental Health Institute. The proposed amendment extends the contract for an additional year through June 30, 2011.

Maximum liability: \$891,188

Maximum liability w/amendment \$891,188

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Virginia Betts, Commissioner
 Mr. Robert Barlow, Director, Office of Contracts Review



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North -- 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman		Rep. Charles Curtiss, Vice-Chairman	
Senators		Representatives	
Douglas Henry	Reginald Tate	Harry Brooks	Donna Rowland
Doug Jackson	Ken Yager	Curtis Johnson	Tony Shipley
Brian Kelsey		Steve McManus	Curry Todd
Randy McNally, <i>ex officio</i>		Mary Pruitt	Eddie Yokley
Lt. Governor Ron Ramsey, <i>ex officio</i>		Craig Fitzhugh, <i>ex officio</i>	Speaker Kent Williams, <i>ex officio</i>

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee *BK*
Charles Curtiss, Vice-Chairman, Fiscal Review Committee *CC*

DATE: April 19, 2010

SUBJECT: **Contract Comments**
(Fiscal Review Committee Meeting 4/12/10)

RFS# 339.17-961

Department: Mental Health & Developmental Disabilities

Division: Memphis Mental Health Institute

Contractor: University of Tennessee

Summary: The vendor is currently responsible for the provision of psychiatric and resident services at the ~~Western~~ Mental Health Institute. The proposed amendment extends the contract for an additional year through June 30, 2011.

Maximum liability: \$891,188

Maximum liability w/amendment \$891,188

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Virginia Betts, Commissioner
Mr. Robert Barlow, Director, Office of Contracts Review



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
MEMPHIS MENTAL HEALTH INSTITUTE

P. O. Box 40966
951 COURT AVENUE
MEMPHIS, TENNESSEE 38174-0966

FISCAL SERVICES

MEMORANDUM

TO: Fiscal Review Committee

FROM: Linda C. White, Fiscal Director 339.17
Memphis Mental Health Institute

DATE: March 4, 2010

SUBJECT: PSYCHIATRIC SERVICES-UNIVERSITY OF TENNESSEE ED09-24933-01
(EDISON #5676) AMENDMENT FY2011

RECEIVED

MAR 11 2010

FISCAL REVIEW

Memphis Mental Health Institute (339.17) is requesting an amendment to the contract with The University of Tennessee (UT), ED09-24933-01, for FY2011 to extend the term of the contract to June 30, 2011. No additional funding is needed.

The services provided in the UT contract are essential to daily operations of the hospital in servicing our service recipients. We are required to provide adequate coverage at all times. The contract with UT will insure that in an emergency situation in which our regular staff Psychiatrist is unable to attend to the needs of service recipients, then UT would be able to readily assist us with a Psychiatrist. MMHI has maintained a longstanding relationship with UT. The training for the UT Residents also helps with their ability to provide the type of staff we need in an emergency. The relationship between MMHI and UT benefits both state facilities. MMHI provides a training environment for UT students and then UT provides staff that can service our recipients at a lower rate that is normally paid for those performing the service.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Linda C. White	*Contact Phone:	901-577-1821		
*Original Contract Number:	ED-0924933-01	*Original RFS Number:	339.17-9610		
Edison Contract Number: (if applicable)	5676	Edison RFS Number: (if applicable)			
*Original Contract Begin Date:	7/1/2008	*Current End Date:	6/30/2010		
Current Request Amendment Number: (if applicable)	2				
Proposed Amendment Effective Date: (if applicable)	7/1/2010				
*Department Submitting:	TDMHDD				
*Division:	Memphis Mental Health Institute				
*Date Submitted:	3/08/2010				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	University of Tennessee				
*Current Maximum Liability:	\$891,188.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2009	FY: 2010	FY:	FY:	FY	FY
\$ 545,957	\$345,231		\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2009	FY:2010	FY:	FY:	FY	FY
\$184,787.10	\$40,529.88	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		Funds remain available. Both revenue & spending is less than budgeted amount. No additional funds.			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		The surplus from FY2009 & projected surplus for FY2010 will cover contract expenses for FY2011.			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A			
*Contract	State:		Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

Funding				
Source/Amount:				
Interdepartmental:			<i>Other</i>	\$891,188.00
If "other" please define:			Current Service funds received from Patient billings paid by Insurance & TennCare.	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Amendment #1-3/11/2009		Submitted Non-Competitive Request for approval		
Method of Original Award: <i>(if applicable)</i>		Non-Competitive		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$891,188.00		

Supplemental Documentation Required for
Fiscal Review Committee

<p>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.</p> <p>If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made. N/A</p>					
<p align="center">Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.</p>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
<p align="center">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.</p>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
<p align="center">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.</p>					
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:

FY2010-EDISON

UT RESIDENTS & PSYCH CONTRACT PAYMENTS-FY2010

807

Unit	Vendor ID	Invoice #	Vendor Name	Address 1	Address 2	City	St	Re	Amount	Prms Date	Prms	Recon	Recon Date	Handl
33917	00001410	6469	The University Of Tn Health Science C	Fin & Oper	62 Dunlap St Rr	Memphis	TN	38	4125,240	1/22/2010	CHK	Recon	2/4/2010	RG
33917	00001409	6427	The University Of Tn Health Science C	Fin & Oper	62 Dunlap St Rr	Memphis	TN	38	5041,980	1/22/2010	CHK	Recon	2/4/2010	RG
33917	00001411	6714	The University Of Tn Health Science C	Fin & Oper	62 Dunlap St Rr	Memphis	TN	38	5284,580	1/22/2010	CHK	Recon	2/4/2010	RG
33917	00001495	6621	The University Of Tn Health Science C	Fin & Oper	62 Dunlap St Rr	Memphis	TN	38	1325,000	2/1/2010	CHK	Recon	2/17/2010	RG
33917	00001497	6632	The University Of Tn Health Science C	Fin & Oper	62 Dunlap St Rr	Memphis	TN	38	1450,100	2/2/2010	CHK	Recon	2/17/2010	RG
33917	00001412	6839	The University Of Tn Health Science C	Fin & Oper	62 Dunlap St Rr	Memphis	TN	38	5284,980	2/5/2010	CHK	Recon	2/17/2010	RG
33917	00001496	6846	The University Of Tn Health Science C	Fin & Oper	62 Dunlap St Rr	Memphis	TN	38	11886,770	2/9/2010	CHK	Unrecon		RG
33917	00001408	6916	The University Of Tn Health Science C	Fin & Oper	62 Dunlap St Rr	Memphis	TN	38	475,000	2/9/2010	CHK	Unrecon		RG
33917	00001570	6944	The University Of Tn Health Science C	Fin & Oper	62 Dunlap St Rr	Memphis	TN	38	5857,450	2/10/2010	CHK	Unrecon		RG

TOTAL

\$ 40,528.88

37 UT RESIDENTS & PSYCH CONTRACT EDISON PAYMENTS--FY2009

Total Pay	Unit	Voucher	Invoice	Rem Name	Gross Amnt	Reference	Pymt Date	Rec Date	Reconcile	Warrant Amount	Method
	33917	00000658	5873--May 0	00000	7141.880	000011374	9/10/2009	REC	9/22/2009	7141.880	CHK
	33917	00000331	5869--June 0	00000	9629.040	000008410	8/4/2009	REC	8/15/2009	14636.120	CHK
	33917	00000218	5756--Mar &	00000	12793.680	000007173	7/14/2009	REC	7/25/2009	12793.680	CHK
	33917	00000206	5183--Jan 09	00000	8941.440	000008816	7/8/2009	REC	7/18/2009	8941.440	CHK
	33917	00000177	5209--July -	00000	89514.240	000006638	7/6/2009	REC	7/18/2009	91089.240	CHK
	33917	00000176	5202--Feb 09	00000	7718.160	000006567	7/2/2009	REC	7/16/2009	11193.160	CHK

TOTAL UT PAYMENTS-EDISON-FY09 \$ 135,738.44

TOTAL UT PAYMENTS-STARS-FY09:

PAYMENTS FROM S071 \$ 34,133.62

OTHER STARS PAYMENT \$ 14,915.04

TOTAL UT STARS PAYMENTS-FY09 \$ 49,048.66

\$ 184,787.10

FY 2009-EDISON

37 UT RESIDENTS & PSYCH CONTRACT PAYMENTS--FY2009

Unit	Invoice	Remit/Vendor	Name	Gross Amt	Reference	Paymt Date	Recon	Recon Date	Warrant/Amount	Method
339	00000658	0000002802	The University Of Tn He	7141.880	0000113716	9/10/2009	REC	9/22/2009	7141.880	CHK
339	00000331	0000002802	The University Of Tn He	9629.040	0000084104	8/4/2009	REC	8/15/2009	14636.120	CHK
339	00000218	0000002802	The University Of Tn He	12793.680	0000071753	7/14/2009	REC	7/25/2009	12793.680	CHK
339	00000206	0000002802	The University Of Tn He	8941.440	0000068160	7/8/2009	REC	7/18/2009	8941.440	CHK
339	00000177	0000002802	The University Of Tn He	89514.240	0000066383	7/6/2009	REC	7/18/2009	91089.240	CHK
339	00000176	0000002802	The University Of Tn He	7718.160	0000065676	7/2/2009	REC	7/16/2009	11193.160	CHK

TOTAL UT PAYMENTS-EDISON FY09 \$ 135,738.44

REPORT-ID: AG05B807-01

04/18/09 (13:14) PM

STATE OF TENNESSEE
STATEWIDE ACCOUNTING AND REPORTING SYSTEM
REPORT OF OUTSTANDING ENCUMBRANCES AND REQUISITIONS
ACCOUNTING DATE 03/31/09

ADMIN AGENCY 339.01
DEPARTMENT OF MENTAL HEALTH AN
ADMINISTRATIVE SERVICES DIVISI
PAGE 10852

DEPARTMENT 339 DEPARTMENT OF MENTAL HEALTH AN
DIVISION 17 MEMPHIS MENTAL HEALTH INSTITUT
FUND 11 GENERAL FUND
GL ACCOUNT 0450 CONTRACT ENCUMBRANCES
FFY 09

DOC-NO-SUEX CREATE-DT	REQ-NO LAST-PROC	C CNTR CLOSE-DT	AGY OBJ VENDOR NAME	VENDOR-NO VENDOR NAME	GRANT/ SUB-GR	ORIGINAL EXPENDITURES	ADJUSTMENTS RETAINED	LIQUIDATIONS	BALANCE
ED0401188-00 08/08/08	09/12/08	30221	25Z 407 UNIV OF TENNESSEE	C626001636-R3 06/30/08		904,065.17	0.00	36,362.55	867,702.62
070103 PSYCHIATRISTS						36,362.55	0.00	0.00	49,048.66
ED0924933-00 07/09/08	04/08/09	30221	25Z 407 UNIV OF TENNESSEE	C626001636-R3 06/30/09		545,957.00	0.00	0.00	49,048.66
070108 PSYCHIATRISTS						49,048.66	0.00	0.00	49,048.66
ED0926515-00 11/13/08	04/09/09	30351	25Z 407 UNIV OF TENNESSEE	C626001636-R3 06/30/13		46,950.00	0.00	15,525.65	31,424.35
101408 PHARMACIST SERVICES						15,525.65	0.00	0.00	31,424.35
FA0415241-00 08/08/08	02/06/09	10210	089 435 COMCARE, INC	V621019649-00 06/30/08		6,669.27	0.00	219.31	6,449.96
070103 CONSERVATOR SERVS FOR THE 5RMHIS						219.31	0.00	0.00	6,449.96
FA0415241-01 08/08/08	08/20/08	10210	089 435 COMCARE, INC	V621019649-00 06/30/08		0.84	0.00	0.84	0.00
070103 CONSERVATOR SERVS FOR THE 5RMHIS						0.84	0.00	0.00	0.00
FA0415241-02 08/08/08	08/08/08	10210	089 435 COMCARE, INC	V621019649-00 06/30/08		2,528.00	0.00	0.00	2,528.00
070103 CONSERVATOR SERVS FOR THE 5RMHIS						2,528.00	0.00	0.00	2,528.00
FA0415241-03 08/08/08	08/08/08	10210	089 435 COMCARE, INC	V621019649-00 06/30/08		672.79	0.00	0.00	672.79
070103 CONSERVATOR SERVS FOR THE 5RMHIS						672.79	0.00	0.00	672.79
FA0516249-00 07/23/08	10/07/08	20635	063 999 NASHMHPD RESEARCH INSTITUTE	V541448142-00 02/28/09		9,178.50	0.00	1,737.50	7,441.00
030105 ORIX PERFORMANCE MEASURES						1,737.50	0.00	0.00	7,441.00

FY2009

TX13270 - EX13270 Enterprise

S064 S T A R S 03/31/09
DOCUMENT FILE 09:52

DIRECT ACCESS:

FUNCTION: N (I, N), F1-HELP, F2-RETURN TO MENU, F4-END DIRECT ACCESS

DEPT: 339 DIV: 17 FFY: 09 FUND: 11 DOC NO: ED0924933 00 GL ACCT: 0450
PERIOD SELECTION: CMB (CMB PMB PY)

DESCRIPTION: 070108 PSYCHIATRISTS
COST CENTER: 30221 OBJ: 25Z AGY OBJ: 407 SRC: AGY SRC:
ORG CODE: 30 20 20 PROJECT: LOCATION:
PGM CODE: GRANT: SUB ACCT:
VENDOR NO: C626001636 R3 VENDOR NAME: UNIV OF TENNESSEE

DATE SEGMENT	DOCUMENT AMT:	545,957.00
CREATE: 070908	ADJUSTMENTS:	.00
LAST PROC: 032009	LIQUIDATIONS:	34,133.62
CLOSE:	RECEIPT/PYMT:	34,133.62
DUE:	RETENTION:	.00
DOCUMENT: 063009	BALANCE	511,823.38

Z07 NEXT REC DISPLAYED
Z41 ENTER INQUIRY DATA

05/013

\$ 34,133.62

TX13270 - EX13270 Enterprise

S071 S T A R S 03/31/09
VENDOR PAYMENT FILE 10:00

DIRECT ACCESS:

FUNCTION: N (I, N), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

VENDOR NO: C626001636 73 DEPT: 339 DIV: 17 INVOICE NO: 3669
VENDOR NAME: UNIVERSITY OF TENNESSEE VENDOR TYPE: F

TRANSACTION ID INVOICE NO	TC R	CUR DOC NO DUE DATE	REF DOC NO PROC DATE	WARRANT NO REDEEM DT	AMOUNT
3391708060600100001 3669	102	1161 06/06/08	DP0820780 00 06/11/08	R669665 06/13/08	4,325.00
33917080710D00300001 3810	102	1298 07/10/08	DP0820780 00 07/15/08	R717010 07/17/08	2,725.00
33917080811000100001 3955	102	120 08/11/08	DP0820780 01 08/21/08	R758763 08/25/08	3,700.00
33917081031D00100001 4315	102	478 10/31/08	DP0924614 00 11/10/08	R853745 11/13/08	3,775.00
33917090309D00300003 4392	103	883 03/09/09	ED0924933 00 03/20/09	R998261 03/24/09	5,525.52

Z07 NEXT REC DISPLAYED
Z41 ENTER INQUIRY DATA

05/013

FX2009

\$ 5,525.52

TX13270 - EX13270 Enterprise

S071 S T A R S 03/31/09
VENDOR PAYMENT FILE 10:01

DIRECT ACCESS:

FUNCTION: N (I, N), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

VENDOR NO: C626001636 73 DEPT: 339 DIV: 17 INVOICE NO: 4392
VENDOR NAME: UNIVERSITY OF TENNESSEE VENDOR TYPE: F

TRANSACTION ID INVOICE NO	TC R	CUR DOC NO DUE DATE	REF DOC NO PROC DATE	WARRANT NO REDEEM DT	AMOUNT
33917090309D00300004 4392	103	883 03/09/09	ED0924933 00 03/20/09	R998261 03/24/09	10,090.08
33917081121D00100005	102	553	DP0924614 00	R885128	

Z07 NEXT REC DISPLAYED
Z41 ENTER INQUIRY DATA

05/013

\$ 10,090.08

33917081208000100004	102	4432 583	11/21/08 12/04/08	12/04/08	12/08/08	DP0924614 00 R905668	925.00
3391708120800100001	102	4444 583	12/08/08 12/18/08	12/18/08	12/22/08	DP0924614 00 R905668	1,050.00
3391708120800100002	102	4510 583	12/08/08 12/18/08	12/18/08	12/22/08	DP0924614 00 R905668	1,050.00
		4511	12/08/08	12/18/08	12/22/08		2,000.00

Z07 NEXT REC DISPLAYED
Z41 ENTER INQUIRY DATA

00.1 05/013

IN2770 - EXTRA/Enterprise

S071 STARS 03/31/09
VENDOR PAYMENT FILE 10:01

DIRECT ACCESS:
FUNCTION: N (I,K), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

VENDOR NO: CG26001636 73 DEPT: 339 DIV: 17 INVOICE NO: 4512
VENDOR NAME: UNIVERSITY OF TENNESSEE VENDOR TYPE: F

TRANSACTION ID INVOICE NO	TC R	CUR DOC NO DUE DATE	REF DOC NO PROC DATE	WARRANT NO REDEEM DT	AMOUNT
33917081208000100003	102	583 12/08/08	DP0924614 00 12/18/08	R905668 12/22/08	3,150.00
33917090204000100001	103	760 02/05/09	ED0924933 00 02/13/09	R964039 02/18/09	10,308.40
33917090127000100001	102	4663 756	DP0924614 00 01/27/09	R954417 02/10/09	4,250.00
33917090309000300005	103	4736 883	ED0924933 00 03/09/09	R998261 03/20/09	8,209.62
33917090309000200001	102	4908 880	DP0924613 00 03/09/09	S002593 03/30/09	2,700.00

Z07 NEXT REC DISPLAYED
Z41 ENTER INQUIRY DATA

00.1 05/013

34,133.62

ADDITIONAL PAYMENTS FROM STARS-(COULD NOT GET VEND PYMT SCREEN PRINT, SEE AG058807 RPT):

INV #4565 CK#S011199	\$ 10,101.84	See YTD Encumb Rpt #807
INV #4915 CK#S011199	\$ 4,813.20	See YTD Encumb Rpt #807
	\$ 14,915.04	

TOTAL STARS PAYMENTS-UT RES & PSYCH CONT-FY2009 \$ 49,048.86

F/2009

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

1) RFS #	339.17-9610 – Edison ID 5676	
2) Procuring Agency :	Mental Health and Developmental Disabilities—Memphis Mental Health Institute	
EXISTING CONTRACT INFORMATION		
3) Service Caption	Psychiatric and Resident Services	
4) Contractor	University of Tennessee	
5) Contract #	ED0924933-01	
6) Contract Start Date :	July 1, 2008	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2011	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 891,188	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	2	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	July 1, 2010	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2011	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 891,188	
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>Psychiatric services through use of a West Tennessee medical schools' residential program. Amendment request is for contract term extension only, through June 30, 2011.</p>	
15) Explanation of Need for the Proposed Amendment :	<p>University of Tennessee (UT) is the only medical school in West Tennessee that can provide the psychiatric coverage needed at Memphis Mental Health Institute (MMHI). Contracting with a Tennessee medical school for resident programs creates monetary savings for TDMH in the cost of psychiatric coverage over state or contract employees. Residents typically work for less than \$60,000 while hiring a full time psychiatrist with benefits runs in excess of \$170,000 a year. Amendment request is for contract term extension only, through June 30, 2011. No additional funds are needed. Surplus balances from prior years are projected to cover funds needed for FY2011. Therefore, the total maximum liability will remain the same as in prior year.</p>	
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)	<p>N/A, UT is a state education institution.</p>	
17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)		

Documentation is ... Not Applicable to this Request Attached to this Request

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... Not Applicable to this Request Attached to this Request

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... Not Applicable to this Request Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

MMHI has utilized the services from UT for many years since it is the only medical school in West Tennessee that can provide the needed psychiatric for our service recipients. Therefore, they were the sole source which eliminated competition.

21) Justification for the Proposed Non-Competitive Amendment :

UT is the only medical school in West Tennessee that can provide the psychiatric coverage needed at MMHI. Currently, MMHI uses the services of UT to provide psychiatric coverage to the service recipients at MMHI & the arrangement has been beneficial to both state agencies. This amendment is for extension to the contract term. It does not increase the current maximum liability.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL 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)


SIGNATURE & DATE

3/10/10



CONTRACT AMENDMENT

Agency Tracking # 33917-961	Edison ID 5876	Contract # ED-09-24933	Amendment # 2
--------------------------------	-------------------	---------------------------	------------------

Contractor University of Tennessee	Contractor Federal Employer Identification or Social Security # <input checked="" type="checkbox"/> C- or <input type="checkbox"/> V- 62-6001636-R3
---------------------------------------	--

Amendment Purpose/ Effects
Amendment #2 for Psychiatrists (1 Psychiatrist & 3 Psychiatric Residents)

Contract Begin Date 7/1/2008	Contract End Date 6/30/2011	Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA #(s)
---------------------------------	--------------------------------	--	-----------

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009				\$200,726.00	\$200,726.00
2010				\$345,231.00	\$345,231.00
2011				\$345,231.00	\$345,231.00
TOTAL:				\$891,188.00	\$891,188.00

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

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone # Gene Wood (615) 532-6676
END DATE AMENDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			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) <i>Gene Wood</i>
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	
2009	\$545,957.00	(\$345,231.00)	
2010	\$345,231.00	0.00	
2011		\$345,231.00	
TOTAL:	\$891,188.00	\$0.00	
			Speed Code
			Account Code 33917301000/7259900

— OCR USE —

Procurement Process Summary (non-competitive, FA- or ED-type only)
Non-competitive

M. J. [Signature]
F&A Secured Document
ED0924933-02

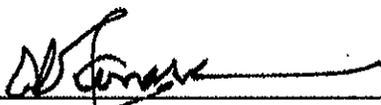
**AMENDMENT TWO
TO ED09-24933-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Mental Health Developmental Disabilities—Memphis Mental Health Institute, hereinafter referred to as the "State" and The University of Tennessee, 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. Contract Term. This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

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

**IN WITNESS WHEREOF,
UNIVERSITY OF TENNESSEE:**

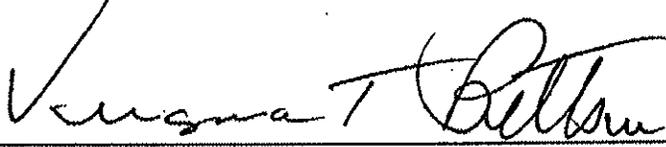


CONTRACTOR SIGNATURE
 Anthony A. Ferrara
 Vice Chancellor
 Finance & Operations

JUN 09 2010
DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:

 6-22-10

VIRGINIA T. BETTS, MSN, JD, RN, FAAN, COMMISSIONER
 DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North - 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Doug Jackson Ken Yager
Paul Stanley
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Charles Curtiss, Vice-Chairman
Representatives

Harry Brooks Donna Rowland
Curtis Johnson Tony Shipley
Steve McManus Curry Todd
Mary Pruitt Eddie Yokley
Craig Fitzhugh, *ex officio*
Speaker Kent Williams, *ex officio*

MEMORANDUM

TO: The Honorable Dave Goetz, Commissioner
 Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee *BK*
 Charles Curtiss, Vice-Chairman, Fiscal Review Committee *CC*

DATE: May 14, 2009

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 5/11/09)

RFS# 339.17-961

Department: Mental Health & Developmental Disabilities

Division: Memphis Mental Health Institute

Contractor: University of Tennessee

Summary: The vendor is currently responsible for the provision of psychiatric and resident services at the Western Mental Health Institute. The proposed amendment extends the contract for an additional year through June 30, 2010, and increases the maximum liability by \$345,231.

Maximum liability: \$545,957

Maximum liability w/amendment \$891,188

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment contingent upon the Department adding language prohibiting the use of illegal immigrants in performing services.

cc: The Honorable Virginia Betts, Commissioner
 Mr. Robert Barlow, Director, Office of Contracts Review



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Doug Jackson Ken Yager
Paul Stanley
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Charles Curtiss, Vice-Chairman
Representatives

Harry Brooks Donna Rowland
Curtis Johnson Tony Shipley
Steve McManus Curry Todd
Mary Pruitt Eddie Yokley
Craig Fitzhugh, *ex officio*
Speaker Kent Williams, *ex officio*

MEMORANDUM

TO: The Honorable Dave Goetz, Commissioner
 Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee
 Charles Curtiss, Vice-Chairman, Fiscal Review Committee

DATE: April 29, 2009

SUBJECT: Contract Comments
 (Fiscal Review Committee Meeting 4/27/09)

RFS# 339.17-961

Department: Mental Health & Developmental Disabilities

Division: Memphis Mental Health Institute

Contractor: University of Tennessee

Summary: The vendor is currently responsible for the provision of psychiatric and resident services at the Western Mental Health Institute. The proposed amendment extends the contract for an additional year through June 30, 2010, and increases the maximum liability by \$351,077.

Maximum liability: \$545,957

Maximum liability w/amendment \$897,034

The Fiscal Review Committee deferred action on the contract amendment until the next meeting.

cc: The Honorable Virginia Betts, Commissioner
 Mr. Robert Barlow, Director, Office of Contracts Review

RECEIVED

APR 24 2009

FISCAL REVIEW



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
MEMPHIS MENTAL HEALTH INSTITUTE

P. O. Box 40966
951 COURT AVENUE
MEMPHIS, TENNESSEE 38174-0966

FISCAL SERVICES

MEMORANDUM

TO: Fiscal Review Committee
TDMHDD

FROM: Linda C. White
Fiscal Director 339.17

DATE: April 22, 2009

SUBJECT: PSYCHIATRIC SERVICES-UNIVERSITY OF TENNESSEE ED09-24933-00
AMENDMENT FY2010

Memphis Mental Health Institute (339.17) is requesting an amendment to the contract with The University of Tennessee (UT), ED09-24933-00, for FY2010 in the amount of \$345,231.00.

This total includes a 3% decrease in the rate of pay for the Psychiatrist position. The services are essential to daily operations of the hospital in meeting the staffing needs of our service recipients. We are required to provide adequate coverage at all times. The contract with UT has allowed us another avenue for staffing at a lower cost. MMHI has maintained a longstanding relationship with UT and its training needs. The training for the UT Residents also helps with their ability to provide the type of staff we need for this facility. The relationship between MMHI & UT benefits both state facilities. MMHI provides a training environment for UT students. UT, then provides staff that can service our recipients at a lower rate than is normally paid for those performing the same service.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Linda C. White	*Contact Phone:	901-577-1821
*Contract Number:	ED-0924933	*RFS Number:	339.17-961
*Original Contract Begin Date:	7/1/2008	*Current End Date:	6/30/2009
Current Request Amendment Number: <i>(if applicable)</i>	N/A-Original contract		
Proposed Amendment Effective Date: <i>(if applicable)</i>	7/1/2009		
*Department Submitting:	TDMHDD		
*Division:	Memphis Mental Health Institute		
*Date Submitted:	3/11/2009		
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes		
*Contract Vendor Name:	University of Tennessee		
*Current Maximum Liability:	\$545,957.00		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY:2009	FY:	FY:	FY
\$545,957.00	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>			
FY:2009	FY:	FY:	FY
\$10,308.40	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	It was originally projected that all of the contracted amount would be expended this year. But due to the difficulties we had in recruiting & retaining people for the 2 Psychiatrist positions the contracted amount will not be used in its entirety. The more accurate YTD amount to be expended for services from the UT contract will be approximately \$91,508. An additional \$81,200 is in process for payment for a psychiatrist that worked through Nov, 2008. The contract amount for FY2010 totals \$351,077 which includes a reduction in the number of Psychiatrist from 2 to 1 & a decrease of 3% in the rate of pay per day for the Psychiatrist position being retained.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			

Supplemental Documentation Required for
Fiscal Review Committee

IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:	State:	Federal:	
Interdepartmental:		Other:	\$345,231.00
If "other" please define:		Current Service funds received from Patient billings paid by Insurance or TennCare.	
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, no other amendments			
Method of Original Award: <i>(if applicable)</i>		Non-Competitive	

RESIDENT EXPENDITURES				TOTAL
MID EXP STARS RPT #S064 @ 3/31/09	RESIDENT PYMTS	ACTUAL	\$	34,189.62
V#1050-WIP	RESID PYMTS IN PROCESS		\$	14,915.04
WIP-INVOICED, NOT PROCESSED	RESIDENT PYMTS		\$	8,941.44
				\$ 57,990.10
PSYCHIATRIST EXPENDITURES				
EXP IN PROCESS (NOT INVOICED-EST):	RATE/MONTH	# MONTHS		
DR AHMED				
JUL08-NOV08=5MO				
\$932.44/DAY*209 DAYS				
"=\$194,880/YR=\$16,240/MO"	\$16,240	5	\$	81,200.00
				\$ 81,200.00
TOTAL EST. EXP. @ 3/12/09				\$ 139,190.10
PROJECTED RESIDENT COST:				
FEB-JUN, 2009--2ND YR	\$ 4,303.33	5	\$	21,516.65
FEB-JUN, 2009--4TH YR	\$ 4,511.42	5	\$	22,557.10
FEB-JUN, 2009--1ST YR	\$ 4,201.67	5	\$	21,008.35
TOTAL ESTIMATE FOR FY2009				\$ 204,272.20

NON-COMPETITIVE AMENDMENT REQUEST:

NON-AMD123008

cy09-245

request revised to correspond to
FRC recommendation MDG/rb

APPROVED

MD Gentry 5/28/09
Commissioner of Finance & Administration

1) RFS #	339.17-961	
2) Procuring Agency :	Mental Health and Developmental Disabilities—Memphis Mental Health Institute	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Psychiatric and Resident Services	
4) Contractor :	University of Tennessee	
5) Contract #	ED0924933	
6) Contract Start Date :	July 1, 2008	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2009	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 545,957.00	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	1	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	July 1, 2009	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2010	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 891,188	
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 :	Psychiatric services through use of a West Tennessee medical schools' residential program	
15) Explanation of Need for the Proposed Amendment :	University of Tennessee (UT) is the only medical school in West Tennessee that can provide the psychiatric coverage needed at Memphis Mental Health Institute (MMHI). Contracting with a Tennessee medical school for resident programs creates monetary savings for TDMH in the cost of psychiatric coverage over state or contract employees. Residents typically work for less than \$60,000 while hiring a full time psychiatrist with benefits runs in excess of \$170,000 a year.	
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)	N/A, UT is a state education institution.	
17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)	Documentation is ... <input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request	
18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)		

Documentation is ... Not Applicable to this Request Attached to this Request

19) Department of Human Resources Endorsement: (required for state employees training service)

Documentation is ... Not Applicable to this Request Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:

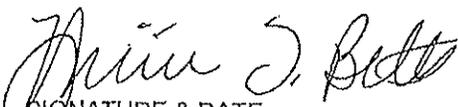
MMHI has utilized the services from UT for many years since it is the only medical school in West Tennessee that can provide the needed psychiatric for our service recipients. Therefore, they were the sole source which eliminated competition.

21) Justification for the Proposed Non-Competitive Amendment:

UT is the only medical school in West Tennessee that can provide the psychiatric coverage needed at MMHI. Currently, MMHI uses the services of UT to provide psychiatric coverage to the service recipients at MMHI & the arrangement has been beneficial to both state agencies.

AGENCY HEAD SIGNATURE & DATE:

(must be signed & dated by the ACTUAL 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)


SIGNATURE & DATE

5/18/09

FY 2010

8500010318
AMENDK-4-22-09



CONTRACT AMENDMENT

Agency Tracking # 33917-9610	Edison ID 5676	Amendment # 01
--	--------------------------	--------------------------

Contractor UNIVERSITY OF TENNESSEE	Contractor Federal Employer Identification or Social Security # <input checked="" type="checkbox"/> C- or <input type="checkbox"/> V- 62-6001836-R3
---------------------------------------	--

Amendment Purpose/ Effects
PSYCHIATRISTS (1 PSYCHIATRISTS & 3 PSYCHIATRIC RESIDENTS)

Contract Begin Date 7/1/2008	Contract End Date 6/30/2010	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA #(s)
---------------------------------	--------------------------------	---	-----------

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009				\$545,957.00	\$545,957.00
2010				\$345,231.00	\$345,231.00
TOTAL:				\$891,188.00	\$891,188.00

--- COMPLETE FOR AMENDMENTS ---			Agency Contact & Telephone # Gene Wood (615) 532-6676
END DATE AMENDED?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
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) <i>Gene Wood</i>
2009	\$545,957.00		
2010		\$345,231.00	
TOTAL:	\$545,957.00	\$345,231.00	Speed Code Account Code 302210/25Z407

--- OCR USE --- Procurement Process Summary (non-competitive, FA- or ED-type only)

M. J. [Signature]
F&A Secured Document
ED0924933-01

RECEIVED
OCT 16 2009
FISCAL REVIEW

**AMENDMENT ONE
TO ED09-24933-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Mental Health Developmental Disabilities—Memphis Mental Health Institute, hereinafter referred to as the "State" and The University of Tennessee, 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. Contract Term. This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2010. 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. and C.3. 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 Eight Hundred Ninety One Thousand One Hundred Eighty Eight Dollars (\$891,188.00). 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.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
One (1) Psychiatrist-Staff	\$904.47/day
One (1) Resident-1 st year	\$229.18/day
One (1) Resident-2 nd year	\$240.19/day
One (1) resident-4 th year*	\$251.80/day

*Residency not used for 3 rd year students	
---	--

The Contractor will be allowed a maximum number of billable days per position per contract as follows:

Full-time Psychiatrist (1) will be allowed up to 1,672 hours or 209 days.

Resident-1st year will be allowed up to 1,760 hours or 220 days.

Resident-2nd & 4th year will be allowed up to 1,720 hours or 215 days.

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight (8) hours of service in a standard twenty-four (24) hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight (8) hours in a day.

3. The following provision is added as Contract Section E.12:

E.12. 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 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.

The revisions set forth herein shall be effective July 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,
UNIVERSITY OF TENNESSEE:



JUN 19 2009

CONTRACTOR SIGNATURE

Anthony A. Ferrara
Vice Chancellor
Finance & Operations

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:



7-1-09

VIRGINIA T. BETTS, MSN, JD, RN, FAAN, COMMISSIONER

DATE

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	ED-09-24933-00
CONTRACTOR LEGAL ENTITY NAME:	University of Tennessee
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-6001636

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.

JUN 19 2009



CONTRACTOR SIGNATURE
Anthony A. Ferrara
Vice Chancellor
Human Resources

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



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North - 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman
Representatives

Curt Cobb
Curtiss Johnson
Gerald McCormick
Mary Pruitt
Craig Fitzhugh, *ex officio*
Speaker Jimmy Naifeh, *ex officio*

Sen. Douglas Henry, Vice-Chairman
Senators

Doug Jackson
Bill Ketron
Paul Stanley
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Reginald Tate
Jamie Woodson

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Charles Curtiss, Chairman, Fiscal Review Committee
Bill Ketron, Chairman, Contract Services Subcommittee *cc BK*

DATE: May 1, 2008

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meetings 4/21 & 4/28)

RFS# 339.17-961

Department: Mental Health and Developmental Disabilities

Contractor: University of Tennessee

Summary: The proposed one-year contract is for the provision of psychiatric and medical coverage to those service recipients admitted to the Memphis Mental Health Institute and placed on units designated as being covered by the University of Tennessee. The contract has a term beginning July 1, 2008, and ending June 30, 2009, with the option to extend in one-year increments for a total of five years.

Maximum liability for 1st year: \$545,957

Maximum liability if extended for 5 years: \$2,729,800

After review, the Fiscal Review Committee voted to recommend approval of the contract.

cc: The Honorable Virginia Trotter Betts, Commissioner
Mr. Robert Barlow, Director, Office of Contracts Review



RECEIVED

APR 11 2008

FISCAL REVIEW

STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
MENTAL HEALTH SERVICES
Cordell Hull Building - 3rd Floor
425 5th Avenue North
Nashville, Tennessee 37243

April 10, 2008

MEMORANDUM TO: Fiscal Review Committee

FROM: Linda Parker, Director 
Program Support

RE: Non-Competitive Contract Request
University of Tennessee, Memphis
Psychiatric and Resident Services

We currently contract with the University of Tennessee for Psychiatric Physicians and Residents to provide services to service recipients at the Memphis Mental Health Institute. This contract was secured through a non-competitive process and expires June 30, 2008.

This Non Competitive Contract Request seeks authorization to enter into a one year contract with UT with the option to renew the contract for an additional four years. Attached is the request and proposed contract.

Please let me know if you need additional information.

Thank you.

CY08

B-6-05

#408

REQUEST: NON-COMPETITIVE CONTRACT

RECEIVED

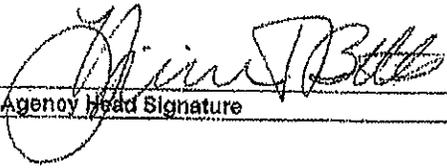
This request, approved by the Commissioner of Finance & Administration, is hereby filed with the Comptroller of the Treasury, pursuant to the rules of the Department of Finance & Administration, Chapter 0620-3-3, Personal, Professional & Consulting Service Contracts.

APPROVED *per FRC recommendation*
 AM 11:39
 COMPTROLLER'S OFFICE
 OFFICE OF MANAGEMENT SERVICES
 Commissioner of Finance & Administration
 Date: 5/8/08

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	339.17-961	
2) State Agency Name :	Mental Health and Developmental Disabilities - Memphis Mental Health Institute	
3) Service Caption :	Psychiatric and Resident Services	
4) Proposed Contractor :	University of Tennessee	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	July 1, 2008	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2013	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$2,729,800	
8) 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
9) Description of Service to be Acquired :	Psychiatric services through use of a West Tennessee medical schools' residential program.	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	University of Tennessee (UT) is the only medical school in West Tennessee that can provide the psychiatric coverage needed at Memphis Mental Health Institute (MMHI). Contracting with a Tennessee medical school for resident programs creates monetary savings for TDMHDD in the cost of psychiatric coverage over state or contract employees. Residents typically work for less than \$60,000 while hiring a full time psychiatrist with benefits runs in excess of \$170,000 a year. We are requesting a one year contract in the amount of \$545,957 with the term extension clause giving us the option to amend and renew the contract for an additional four years.	
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method it Used :	In the past the procurement method was a non-competitive process.	
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (not required if proposed contractor is a state education institution)	N/A, UT is state education institution.	
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :		

OCR
 APR 14 2008
 RECEIVED

14) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)	
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
15) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)	
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
16) Documentation of State Architect Endorsement : (required <u>only</u> if the subject service involves construction or real property related services)	
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :	
MMHI has utilized the services from UT for many years since it is the only medical school in West Tennessee that can provide the needed psychiatric care for our service recipients.	
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process : (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)	
UT is the only medical school in West Tennessee that can provide the psychiatric coverage needed at MMHI. Currently, MMHI uses the services of UT to provide psychiatric coverage to the service recipients at MMHI and the arrangement has been beneficial to both state agencies.	
REQUESTING AGENCY HEAD SIGNATURE & DATE : (<u>must</u> 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)	
 Agency Head Signature	4/8/08 Date

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
MEMPHIS MENTAL HEALTH INSTITUTE
AND
UNIVERSITY OF TENNESSEE**

This Contract, by and between the State of Tennessee, Tennessee Department of Mental Health and Developmental Disabilities, Memphis Mental Health Institute hereinafter referred to as the "State" and The University of Tennessee, hereinafter referred to as the "Contractor," is for the provision of Psychiatric and Medical coverage (Psychiatrists and Residents), as further defined in the "SCOPE OF SERVICES."

Contractor Federal Employer Identification Number: (V626001636 R3)

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. Service Definition:

The Psychiatric Residency program is one in which the Contractor is to provide the State with three (3) psychiatric residents (hereinafter referred to as Residents) to assist in providing medical and psychiatric coverage to service recipients admitted to the Memphis Mental Health Institute (MMHI) on the units to which the Residents are assigned. The Contractor shall further provide two (2) psychiatrists to serve as Supervisor of the Residents assigned to the units.

A.3. Service Recipients:

Persons admitted to MMHI who are in need of medical and psychiatric services.

A.4. Structure:

a. The Contractor shall provide the State with three (3) Residents currently enrolled in University of Tennessee School of Medicine, Department of Psychiatry Resident Training Program to assist in providing medical and psychiatric coverage to service recipients as identified in A.3.

b. Residents shall be assigned to MMHI for a period of not less than three (3) months in order to insure basic continuity in the provision of services.

c. The Contractor shall provide the State with two (2) full time psychiatrists to provide psychiatric and medical coverage to MMHI .

d. The Contractor shall ensure that all services are provided at a standard of care which shall at least be comparable to the standards set by the Joint Commission and shall also include all medical and psychiatric services as deemed necessary to comply with:

- i. Joint Commission;
- ii. MMHI Policy;
- iii. Acute Treatment Program Procedures and Forensic Program Procedures where applicable;
- iv. Medical and Professional Staff Bylaws of MMHI;

- v. Tennessee Code Annotated Title 33 (Mental Health and Developmental Disabilities Law); and
 - vi. Medicare and Medicaid under age twenty-one (21) and Medicaid over age sixty-five (65) standards when applicable.
- e. The Contractor's medical staff providing services hereunder shall participate in all appropriate quality assurance programs, including utilization review at MMHI.
 - f. The Contractor shall have a Tennessee Bureau of Investigation (TBI) finger print check performed at MMHI as required by the new State policy for any Contractors and their staff who are to have contact with MMHI service recipients before being allowed to work at MMHI. The cost of the finger print check shall be credited against the invoice amount paid to the Contractor.
 - g. The State shall not be responsible for accidents or injuries occurring during the hours the Contractor's personnel are on State property, unless directly resulting from the negligence of the State, its employees or agents. Any claims for personal injury or property damages shall be filed with the Claims Commission for the State of Tennessee, and damages recoverable shall be expressly limited to claims paid by the Commission.

A.5. Process:

- a. A committee shall be maintained to include representatives of MMHI and UT-affiliated units to monitor the performance of all parties, to recognize and address potential and actual problems arising in connection with the services hereunder, and to seek ways to develop and enhance the relationship between TDHMDD and UT. This committee shall be known as the "Collaborative Group".
- b. The Contractor shall provide supporting documentation which shall serve as evidence of performance.
- c. The three (3) Residents shall work under the supervision of the Psychiatrist covering the units to which the Residents are assigned.
- d. The average daily census (ADC) shall remain, whenever possible, at or below the nominated capacity for the unit.
- e. The Contractor shall ensure that psychiatrists allocate a minimum of eighty percent (80%) of their effort covered by this Contract to clinical responsibilities. The remaining twenty percent (20%) may be allocated to academic and research activities at UT and MMHI. The said twenty percent (20%) time may be spent on academic and research efforts at UT if approved in advance by MMHI. Requests for such time must be submitted by the Chair of the Department of Psychiatry at UT or his designee, describing the academic or research work being done, duration of the project, with a recommended schedule. MMHI will approve any request which does not conflict with the hospital's operational needs. This time allocation is comparable to that found in other academic/state affiliations. It shall be mutually understood that no UT service recipient care activity will occur during the hours per week covered by this Contract. It is further understood that MMHI service recipient care activity takes priority over academic or research activity during this same time period.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2009. 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 this 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. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Hundred Forty Five Thousand Nine Hundred Fifty Seven Dollars (\$545,957.00). 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, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Two (2) Psychiatrist-Staff	\$932.44 ea/day
One (1) Resident-1 st year	\$229.18/day
One (1) Resident-2 nd year	\$240.19/day
One (1) resident-4 th year*	\$251.80/day
*Residency not used for 3 rd year students	

The Contractor will be allowed a maximum number of billable days per position per contract as follows:

Full-time Psychiatrist (2) will be allowed up to 1,672 hours or 209 days.

Resident-1st year will be allowed up to 1,760 hours or 220 days.

Resident-2nd & 4th year will be allowed up to 1,720 hours or 215 days.

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
 - d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight (8) hours of service in a standard twenty-four (24) hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight (8) hours in a day.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Memphis Mental Health Institute, 951 Court Avenue, Memphis, TN 38103
 - 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: TDMHDD, Memphis Mental Health Institute;
 - (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 Description for each service invoiced;
 - ii. Number of Units, Increments, or Milestones of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) for each service invoiced;
 - iv. Amount Due by Service;
 - 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. Pursuant to *Tennessee Code Annotated*, Section 9-4-604, the State is not to issue warrants for payments to persons who are in default to the State until such arrearages are paid. If applicable to the Contractor, the Contractor agrees that, should such an arrearage exist during the term of this Contract, the State shall have the right to deduct from payments due and owing to the Contractor any and all amounts as are necessary to satisfy the arrearage. Should a dispute arise concerning payments due and owing to the Contractor under this Contract, the State reserves the right to withhold said disputed amounts pending final resolution of the dispute.

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 ninety (90) 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. Any liability of the Contractor to the State and third parties for any claims, losses, or costs arising out of or related to acts performed by the Contractor under this agreement

shall be governed by the Tennessee Claims Commission Act, *Tennessee Code Annotated*, Section 9-8-301, *et seq.*

- 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 "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. 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.7. 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.8. 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.9. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.10. 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.11. 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.
- D.12. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.13. 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, natural disasters, riots, wars, epidemics or any other similar cause.
- D.14. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.15. 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.16. 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:

Linda C. White, Fiscal Director
Memphis Mental Health Institute
951 Court Avenue
Memphis, TN 38103
Linda.White@state.tn.us
Telephone # (901) 577-1821
FAX # (901) 527-1324

The Contractor:

Ileen Mills
University of Tennessee Department of Psychiatry
135 North Pauline
Memphis, TN 38105
AMills@utmem.edu
Telephone # (901) 448-5631
FAX # (901) 448-5540

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.
- E.4. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the 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 State law and ethical standards and 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 State law and

ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

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.

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

- E.5. 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.6. 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.7. 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.8 Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal 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-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

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. Rule 2 Compliance. The State and the Contractor shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 CFR § 2.1 et seq.

- a. The Contractor warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Contract.
- b. The Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Contractor in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.11. Professional Practice. The Contractor shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Contractor's personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Contract.

IN WITNESS WHEREOF:

UNIVERSITY OF TENNESSEE:



JUN 17 2008

CONTRACTOR SIGNATURE
Anthony A. Fortuna
Vice Chancellor
Finance & Operations

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES :

Virginia J. Betts

6.30.08

VIRGINIA T. BETTS, MSN,JD,RN,FAAN, COMMISSIONER

DATE

APPROVED:

M.D. Goetz, Jr. JP

7-3-08

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

John G. Morgan

7/7/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE