

CONTRACT #2
RFS # 344.01-00386
FA # Pending
Edison # Pending

**Department of Intellectual and
Developmental Disabilities
(DIDS)**

VENDOR:
**The Council on Quality and
Leadership**



STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES
ANDREW JACKSON BUILDING
500 DEADERICK STREET, SUITE 1500
NASHVILLE, TENNESSEE 37243

April 14, 2012

Lucian Geise, Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Building
320 Sixth Avenue, North
Nashville, TN 37243

Attn: Leni Chick

Re: The Council on Quality and Leadership
Agency Tracking Number 34401-00386
Request for Contract Review

Dear Mr. Geise:

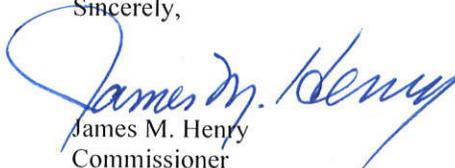
The Department of Intellectual and Developmental Disabilities (DIDD) is submitting the proposed contract with The Council on Quality and Leadership for review in accordance with requirements of TCA, Section 12-4-109 (a)(I)(G)(i) and (a)(I)(G)(ii).

The proposed contract is for the period of July 1, 2012 through June 30, 2015 and is for the purpose of Network Accreditation with a maximum liability amount of \$670,000.00. Tennessee's program for intellectual disabilities will be recognized as the first nationally accredited statewide program for intellectual disabilities nationwide upon completion of the proposed contract.

A copy of the proposed contract, along with the *Supplemental Documentation Required for Fiscal Review and Non-Competitive Contract Request* forms are enclosed. Please let me know if any additional information is required.

Your assistance in reviewing this proposed amendment is appreciated.

Sincerely,


James M. Henry
Commissioner

JMH/dd

Enclosures

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Fred Hix, Assistant Commissioner	*Contact Phone:	253-6710		
*Original Contract Number:		*Original RFS Number:	34401-00386		
Edison Contract Number: <i>(if applicable)</i>		Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	July 1, 2012	*Current End Date:	July 1, 2015		
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>					
*Department Submitting:	Intellectual and Developmental Disabilities				
*Division:	Policy and Innovation				
*Date Submitted:	April 1, 2012				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Council on Quality and Leadership				
*Current Maximum Liability:	\$670,000.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY	FY
	\$302,000	\$194,000	\$174,000	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Not applicable.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Not applicable.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Not applicable.		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State:	\$670,000.00	Federal:	
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>		
Method of Original Award: <i>(if applicable)</i>				
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$670,000.00		

Supplemental Documentation Required for Fiscal Review Committee

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

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

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

Deliverable description:	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY:
Capacity Building		\$258,000.00	\$12,000.00	\$12,000.00	
Infrastructure, Communication, Feedback		\$44,000.00	\$24,000.00	\$36,000.00	
Data Gathering and Network Evaluation			\$158,000.00	\$58,000.00	
Network Accreditation				\$68,000.00	

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

Deliverable description:	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY:
Capacity Building					
Infrastructure, Communication, Feedback					
Data Gathering and Network Evaluation					
Network Accreditation					

Supplemental Documentation Required for
Fiscal Review Committee

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.					
Proposed Vendor Cost: (name of vendor)	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY:
The Council on Quality and Leadership		\$302,000.00	\$194,000.00	\$174,000.00	
Other Vendor Cost: (name of vendor) N/A	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY:
None					
Other Vendor Cost: (name of vendor N/A)	FY:	FY:	FY:	FY:	FY:

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<p>the person who needs assistance.”</p> <p>As a new department, DIDD is initiating a new plan to look at integrated system quality across its service system. The department is planning an independent external examination of its operations as a means to validate the results of past efforts, and to focus and enhance continued initiatives to put people receiving services at the center of planning, policy, program, and practice at the local, regional, and state levels.</p> <p>Network accreditation has the following unique benefits for Tennessee:</p> <ul style="list-style-type: none"> - National and international recognition as the first state system for developmental disability services to achieve network accreditation. - Acknowledgement as a partner with CQL in refining the application of network accreditation process with state systems. - Builds on the strengths of previous work with CQL, particularly the skills of staff who were certified interviewers and or trainers with the Personal Outcome Measures Tool, and includes cost efficiencies as a result. - Validation of Tennessee's quality assurance evaluation system as cross-walked with CQL's Basic Assurances. - Creation of a framework for sustainability of person-centered culture through: <ul style="list-style-type: none"> - Training state and regional office staff in data collection and analysis. - Leadership development for self-advocates. 	
<p>11. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution</p> <p>James F. Gardner, PhD President and Chief Executive Officer 100 West Road, Suite 300 Towson, Maryland 21204</p>	
<p>12. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>The Council on Quality and Leadership (CQL) was founded in 1969 as a component of the Joint Commission on Accreditation of Hospitals. CQL established the first and subsequent sets of standards and performance indicators for children and adults that were later adopted as Federal Standards by the Health Care Financing Administration (now the Centers for Medicare and Medicaid Services).</p> <p>Today, CQL is an international non-profit organization, governed by a 20-person Board of Directors, representing people with disabilities, advocacy organizations, service providers, and professionals. CQL standards have been incorporated in legal settlements in Texas, North Dakota, California, Arkansas, and West Virginia. For more than 40 years, CQL has demonstrated leadership in the definition, measurement, and improvement of services and supports for people with disabilities. CQL is dedicated to improving the personal quality of life for people with disabilities.</p>	
<p>13. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The department conducted a survey of national accrediting organizations. Of the organizations that were identified, CQL is the only organization with the capacity for network accreditation of a state services system for individuals with intellectual and developmental disabilities. Therefore, procuring these services through an alternative method (i.e., issuing a Request for Proposals) was not feasible.</p>	
<p>14. Justification – specifically explain why non-competitive negotiation is in the best interest of the state</p> <p>Non-competitive negotiation is in the best interest of the state because The Council on Quality and Leadership is uniquely qualified to provide these services. CQL is the only accrediting organization in the nation that possesses the capacity for state system network</p>	

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<p>accreditation. Although other credible accrediting organizations exist, those organizations only accredit specific programs or services: such as, durable medical equipment suppliers, day services, and supported employment. The department provides more than 20 services and supports to persons with intellectual and developmental disabilities. Pursing accreditation through an organization that only accredits individual services or programs would be extremely expensive and is cost prohibitive.</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><i>James M. Denny</i> <i>4/16/12</i></p>	



CONTRACT

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

Begin Date 7/1/2012	End Date 6/30/2015	Agency Tracking # 34401-00386	Edison Record ID
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Contractor Legal Entity Name The Council on Quality and Leadership	Edison Vendor ID
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Service Caption (one line only)
Network Accreditation: Person-centered Excellence

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #
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Funding FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$302,000.00				\$302,000.00
2014	\$194,000.00				\$194,000.00
2015	\$174,000.00				\$174,000.00
TOTAL:	\$670,000.00				\$670,000.00

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

Ownership/Control

African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)	
<input type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input checked="" type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."

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.

Melinda Lanza 253-3166

OCR USE - FA

Speed Chart (optional)	Account Code (optional)
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**CONTRACT
 BETWEEN THE STATE OF TENNESSEE
 DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES
 AND
 THE COUNCIL ON QUALITY AND LEADERSHIP**

This Contract, by and between the State of Tennessee, Department of Intellectual and Developmental Disabilities hereinafter referred to as the "State" or "DIDD" and The Council on Quality and Leadership, hereinafter referred to as the "Contractor" or "CQL" is for the provision of Network Accreditation for Person-centered Excellence, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.
 Contractor Place of Incorporation or Organization: Maryland
 Contractor Edison Registration ID # _____

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Council on Quality and Leadership (CQL) shall provide a Network Accreditation process. The accreditation process includes three (3) major components that include Capacity Building, Data Gathering and Network Evaluation, and Network Accreditation. CQL shall work as a team with DIDD in accordance to the Project Work Plan, Attachment 1 of this Contract. Any deviation(s) from the Project Work Plan that could result in an assessment of liquidated damages pursuant to Section E.11. of this Contract may be waived upon written approval of DIDD. All services under this contract shall be completed within the contract term pursuant to Section B. of this Contract.

a. **Capacity Building** – CQL shall develop DIDD staff capacity in information gathering, outcome measurement, training, and data analysis.

- (1) CQL shall certify twelve (12) individuals as *Personal Outcome Measures®* trainers representing DIDD Regional Offices and DIDD Central Office and train an additional one hundred eight individuals (108) in *Personal Outcome Measures®*.
 - i. Certified trainers shall be primarily responsible for preparing providers and regions for Network Accreditation expectations.
 - ii. Certified trainers shall be primarily responsible for collecting *Personal Outcome Measures®* data during the data gathering and evaluation phase of the Network Accreditation process.
 - iii. Certified trainers shall be an ongoing resource to providers and regions in reinforcing person-centered expectations. They shall also have the capacity to continue collecting outcomes data to measure the effectiveness of quality improvement plans and other actions implemented because of the Network Accreditation.
 - iv. Results of the certification process for *Personal Outcome Measures®* trainers:

NUMBER OF PEOPLE CERTIFIED	ADDITIONAL PEOPLE TRAINED	INTERVIEW DATA
12	108	120 training interviews 12 reliability interviews

- (2) CQL shall certify twelve (12) individuals as *Basic Assurances®* reviewers representing DIDD Regional Offices and DIDD Central Office.
- i. Certified reviewers shall be primarily responsible for preparing providers and communicating performance expectations as they relate to the *Basic Assurances®* measures.
 - ii. Certified reviewers shall participate as full members of CQL review teams during the data gathering and network evaluation phase of Network Accreditation.
 - iii. Certified reviewers shall be an ongoing resource to providers reinforcing expectations related to *Basic Assurances®* and to regional and state office for monitoring and systems improvement recommendations.
 - v. Results of the certification process for *Basic Assurances®* reviewers:

NUMBER OF PEOPLE CERTIFIED	NUMBER OF PROVIDERS WITH BASIC ASSURANCES® DATA
12	12 (4 per region)

- (3) CQL shall certify four (4) individuals representing DIDD Regional Offices and DIDD Central Office as *Certified Quality Analysts (CQAs)*.
- i. CQA's shall be a resource to certified trainers/reviewers in pre-accreditation analysis of self-assessment data.
 - ii. CQA's shall be able to analyze results of data gathering and network evaluation and make recommendations for regional and state Network Accreditation Person-centered Excellence action plans.
 - iii. CQA's shall be an ongoing resource to maximize the utility of the wealth of data available from the *Personal Outcome Measures®* and *Basic Assurances®* and be able to integrate it with other statewide data collection systems.
 - iv. Results of the certification process for *Certified Quality Analysts (CQAs)*:

NUMBER OF PEOPLE CERTIFIED	NUMBER PEOPLE TRAINED	NUMBER OF DATA REPORTING INITIATIVES
4	30 (3 day Quality Analyst Training)	4 (1 per region plus state-wide initiative)

- (4) CQL shall provide Self-Advocate Leadership development for six (6) self-advocates, two (2) from each region, representing DIDD Regional Offices.
- i. Self-advocates shall take a lead role in the kick-off and shall be responsible for ongoing communication and information sharing with DIDD.
 - ii. Self-advocates shall participate on an accreditation Advisory Council and provide feedback and ongoing support for implementation of Person-centered Excellence plans.
 - iii. Self-advocates shall participate on Network Accreditation teams with CQL and DIDD staff.
 - iv. Self-advocates shall mentor other people receiving supports from DIDD throughout the Network Accreditation process.

v. Results from Self Advocate Leadership Development:

NUMBER OF SELF-ADVOCATES IN LEADERSHIP DEVELOPMENT	NUMBER OF SELF-ADVOCATES MENTORED
6	30

(5) At DIDD's discretion, *Basic Assurances*® reviewers may be the same individuals as the *Personal Outcome Measures*® trainers. In addition, DIDD may select *Certified Quality Analysts* from among the certified trainers and reviewers. However, *Certified Quality Analysts* are not required to hold the other certifications.

b. **Data Gathering And Network Evaluation** - Leading up to Network Accreditation visits, CQL shall work as a team with CQL certified staff from Tennessee to gather data at the level of people receiving supports, provider operations, and regional and statewide network management.

(1) Personal Outcome Measurement

- i. CQL shall use the *Personal Outcome Measures*® tool; a scientifically valid and reliable in-person interview that identifies and objectively measures personal quality of life as defined by the person.
- ii. CQL staff shall select a representative sample of people receiving supports through DIDD (approximately five per cent). State staffs, certified by CQL, shall interview selected people who are willing to participate using the *Personal Outcome Measures*® tool. CQL staff shall observe a portion of the interviews.
- iii. DIDD shall schedule interviews across the state and by region. Data shall be gathered and analyzed to identify trends, including what is going well for people and opportunities for improvement. DIDD and CQL shall use the data to assist providers, regions, and the state to select priorities and focus their efforts in the Person-centered Excellence plans.

(2) Basic Assurances® Reviews

- i. CQL shall use the *Basic Assurances*® tool, a set of ten (10) factors and forty-six (46) indicators, all validated from research on over 300 accredited organizations.
- ii. CQL shall select a sample of providers from each region based on the overall number of providers for that region (approximately ten (10) percent). CQL staff and Tennessee staff certified by CQL, shall work as a team and use the *Basic Assurances*® protocols to assess person-centered health, safety, and security onsite at the location of the providers selected. About half of the onsite reviews shall include CQL staff and certified staff from Tennessee shall solely conduct the other half. CQL shall determine which organizations they visit.
- iii. CQL shall implement an evaluation strategy that looks at the system and actual practices. Providers selected to participate shall complete a self-assessment of all of the *Basic Assurances*® indicators and submit to CQL and DIDD prior to the onsite visit. CQL shall conduct activities at each selected provider organization which shall include:

- Review of the self-assessment.
- *Personal Outcome Measures*® interviews and or data analysis.
- Targeted interviews with people receiving supports in several different locations shall focus on specific personal outcomes such as Rights, Fair Treatment, Health, and Safety.
- Focus groups with people receiving supports, direct support professionals, and leadership.
- Review of the organization's policy and procedures.

iv. CQL shall aggregate and analyze data collected from the *Basic Assurances*® site visits to identify trends and to examine the relationship between providers and the DIDD regional offices.

(3) Network Evaluation

- i. CQL shall examine the relationships between organizations, providers, and network management (i.e., DIDD). Network evaluation shall examine existing regional and state structures and systems ability to discover, remediate, and improve the quality of services across the network.
- ii. DIDD central office and each regional office shall complete a self-assessment of the *Basic Assurances*® Network Measures and submit to CQL prior to the onsite visit. CQL certified staff from DIDD shall participate in evaluation at the regional level.
- iii. CQL shall conduct specific activities during each evaluation that include:
 - Review of the self-assessment.
 - Analysis of the *Personal Outcome Measures*® interviews aggregate data by region and by state.
 - Analysis of trends from the *Basic Assurances*® reviews by region and by state.
 - Targeted interviews focused on statewide systems and other topics as identified by trends from *Basic Assurances*® reviews.
 - Focus groups with people receiving supports, direct support professionals, and leadership related to each Network Indicator.
 - Focus groups with a selected sample of people on waiting lists.
 - Focus groups with selected sample from family support services. Review of policy and existing quality and strategic planning documents.

c. **Network Accreditation: Person-Centered Excellence** - The content of CQL Network Accreditation includes four important tools: *Personal Outcome Measures*®; *Basic Assurances*®; Network Measures, and Person-centered Excellence Indicators.

- (1) CQL shall use the information and data gathered from the *Personal Outcome Measures*® interviews, *Basic Assurances*® reviews, and the Network Evaluation to start the Person-centered Excellence discussion and to assess status against the thirty-four (34) best evidence-based practices that promote person-centered services in the field of intellectual and developmental disabilities.
- (2) In each region, CQL shall facilitate, with support from CQL certified staff in Tennessee, a two and one-half (2 ½) day meeting to assess current status, identify priorities, build on strengths and create a region wide plan going forward. The CQL Network Accreditation team shall consist of at least three facilitators, including a person who is a self-advocate representing people receiving supports

from DIDD, and CQL certified staff from Tennessee. The meeting shall incorporate the following processes:

- i. Open space meetings shall involve people receiving supports, their families, volunteers, state employees, provider staff, board members, public officials, and community representatives.
 - ii. State and regional leadership shall participate in this shared leadership exercise.
 - iii. From the thirty-four (34) best practice strategies in person-centered services, identify and prioritize the strategies that will produce the biggest payoff for the region.
 - iv. Participants shall vote on priorities, break up into small groups, and design their change strategies.
 - v. The group shall make key decisions.
 - vi. The group shall design organizational changes to promote quality of life as defined by the people receiving supports.
 - vii. The session shall conclude with a management action plan, which identifies sustainable strategies, timelines, and outcomes for system changes and ongoing improvements.
 - viii. All shall agree and commit to the action plan.
- (3) CQL shall repeat the process referenced in A.2.c. of this Contract at the central office level, bringing forward data and plans from each region, meeting for two and one-half (2 ½) days, assessing the state in terms of person-centered services and developing a statewide plan.

A.3. **Infrastructure, Communication, And Stakeholder Feedback** – To ensure continued and broad-based support for the initiative, the Network Accreditation process shall be transparent from the beginning and involve a wide variety of people from across the state and regions. CQL shall collaborate with DIDD on the following:

- a. **Communication Plan and Information Dissemination** – CQL shall collaborate with DIDD to create a comprehensive and ongoing communication plan beginning with the launch of the initiative, provide information and updates throughout the process, and continue through to reporting the results and awarding the accreditation.
- (1) Develop communication plan.
 - i. CQL shall facilitate development of a communication plan through FY 2015 in onsite meetings with the DIDD Network Accreditation leadership group.
 - (2) Kick off.
 - i. CQL shall participate with DIDD to launch the Network Accreditation process through a series of three (3) meetings, one (1) in each region.
 - (3) Reports and information sharing.
 - i. CQL shall assist DIDD to develop interim status updates or touch points at regular intervals throughout the process (two (2) – three (3) times per year and as needed).

- ii. CQL shall provide venue(s) for information sharing as requested by DIDD, e.g., CQL web site, CQL eCommunity, regional meetings, statewide meetings, conferences, and presentations.
 - (4) Final report and presentation of results.
 - i. CQL shall prepare a final report with input from DIDD.
 - ii. CQL leadership shall present the report and award accreditation at a statewide meeting.
- b. **Accreditation Advisory Council(s)** – CQL shall assist DIDD with engaging and supporting an accreditation advisory council(s), to ensure two way communication and ongoing feedback mechanisms.
 - (1) At DIDD's request, CQL shall advise DIDD on appointing self-advocates, family members, providers, funders, state officials and employees, and community members to the accreditation advisory council.
 - (2) CQL shall advise DIDD leadership as DIDD develops the charge for the accreditation advisory council.
 - (3) The accreditation advisory council shall meet regularly. DIDD and the Council shall determine the frequency of meetings.
 - i. CQL shall assist the accreditation advisory council with planning and structuring regional and statewide meetings.
- c. **Process Evaluation and Planning for Future Partnership** - CQL shall collaborate with DIDD for evaluation and planning activities.
 - (1) CQL shall facilitate participant and stakeholder surveys.
 - (2) CQL shall attend onsite meetings with DIDD to evaluate feedback and plan for next steps.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning July 1, 2012 and ending on June 30, 2015. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor, which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Six Hundred Seventy Thousand Dollars (\$670,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials, or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

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

Service Description	Amount (per compensable increment)		
	FY 2013	FY 2014	FY 2015
ACCREDITATION SERVICES Section A.2., A.3. and in accordance to the Project Work Plan, Attachment 1 of this Contract.	\$30,165.00 per Month Jul 2012 – Aug 2012	\$16,166.00 per Month Jul 2013 – Oct 2013	\$14,500.00 per Month Jul 2014 – Jun 2015
	\$30,167.00 per Month Sep 2012 – Dec 2012	\$16,167.00 per Month Nov 2013 – Jun 2014	
	\$20,167.00 per Month Jan 2013 – Jun 2013		

- 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 present said invoices no more often than monthly, with all necessary supporting documentation, to:

Scott J. Modell, Ph.D.
 Deputy Commissioner
 Office of Policy and Innovation
 Department of Intellectual & Developmental Disabilities
 15th Floor Andrew Jackson Building
 500 Deaderick Street
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of Intellectual and Developmental Disabilities

- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice 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) only, be submitted for completed service and shall not include any charge for future work,
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

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

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

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must

agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract 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).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (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).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service, which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other

classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 2, 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Scott J. Modell, Ph.D.
Deputy Commissioner
Office of Policy & Innovation
Department of Intellectual & Developmental Disabilities
15th Floor Andrew Jackson Building
500 Deaderick Street
Nashville, Tennessee 37243
Scott.Modell@tn.gov
Telephone # 615-253-8370
FAX # 615-532-9940

The Contractor:

Holly Morrison
Vice President and Chief Operating Officer
Council on Quality and Leadership
100 West Road, Suite 300
Towson, Maryland 21204
hmorrison@thecouncil.org
Telephone # 410-583-0060
FAX # 952-479-9593

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any

local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.6. 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.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood

and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 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. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

- E.11. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

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

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

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment 3 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

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

however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

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

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

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

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

IN WITNESS WHEREOF,

THE COUNCIL ON QUALITY AND LEADERSHIP:

CONTRACTOR SIGNATURE

DATE

JAMES GARDNER, PRESIDENT AND CHIEF EXECUTIVE OFFICER

STATE OF TENNESSEE

DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES:

JAMES M. HENRY, COMMISSIONER

DATE

PROJECT WORK PLAN

CAPACITY BUILDING			
Deliverables:			
<ul style="list-style-type: none"> • 12 certified Personal Outcome Measures® trainers • 12 certified Basic Assurances® reviewers • 4 Certified Quality Analysts (CQA's) • 6 self-advocate leaders in person-centered excellence 			
Time Frames: July 1, 2012 – October 31, 2013			
DIDD/CQL	ACTIVITY	BEGIN	END
DIDD	Identify candidates for Personal Outcome Measures® trainer and Basic Assurances® reviewer certification	July 1, 2012	July 15, 2012
CQL	Assign CQL project manager	July 1, 2012	July 15, 2012
DIDD/CQL	Appoint Advisory Council and develop charge	July 1, 2012	July 15, 2012
DIDD	Identify 6 self-advocates for leadership development and DIDD sponsor	July 1, 2012	July 15, 2012
CQL/DIDD	Confirm number of sites, locations, schedule and CQL staff for Personal Outcome Measures® workshops and Basic Assurances® reviews	July 1, 2012	July 31, 2012
DIDD/CQL	First meeting of Advisory Council (date tbd)	July 16, 2012	July 31, 2012
CQL/DIDD	Develop communication plan	July 16, 2012	July 31, 2012
DIDD/CQL	Kick-off events (exact dates tbd)	August 1, 2012	August 10, 2012
CQL/DIDD	Complete Personal Outcome Measures® assessment workshops and reliability interviews necessary for certification	August 1, 2012	October 30, 2012
CQL	Self-advocate leadership development (4 modules scheduled approximately 1 or 2 times per year)	September 1, 2012	September 30, 2014
DIDD/CQL	Basic Assurances Orientation for providers (date and modality tbd)	September 1, 2012	September 30, 2012
CQL/DIDD	Status update/touch point meeting (date tbd)	September 15, 2012	October 15, 2012
DIDD	Ensure that selected provider complete and submit Basic Assurances® self-assessments	October 1, 2012	October 31, 2012
CQL/DIDD	Complete Basic Assurances® reviews for certification (1 in each region by 12/31/2012)	November 1, 2012	February 28, 2013
CQL/DIDD	Status update/touch point meeting (date tbd)	January 1, 2013	January 31, 2013
DIDD/CQL	Advisory Council statewide meeting (date tbd)	January 1, 2013	January 31, 2013
DIDD <i>Certified Trainers</i>	Conduct Personal Outcome Measures® assessment workshops across regions and state	January 1, 2013	December 31, 2013
DIDD <i>Certified Reviewers</i>	Support providers across regions and state to complete Basic Assurances® baseline self-assessments and validate results	January 1, 2013	December 31, 2013
DIDD	Identify 4 candidates for Certified Quality Analysts	January 1, 2013	January 31, 2013

PROJECT WORK PLAN

CAPACITY BUILDING (cont.)**Deliverables:**

- 12 certified Personal Outcome Measures® trainers
- 12 certified Basic Assurances® reviewers
- 4 Certified Quality Analysts (CQA's)
- 6 self-advocate leaders in person-centered excellence

Time Frames: July 1, 2012 – October 31, 2013

DIDD/CQL	ACTIVITY	BEGIN	END
CQL/DIDD	Finalize CQA schedule	February 1, 2013	February 28, 2013
CQL/DIDD	Conduct initial Quality Analyst training (candidates plus up to 25 other people – exact date tbd)	March 1, 2013	March 15, 2013
DIDD/CQL	Advisory Council regional meetings (dates tbd)	April 1, 2013	April 30, 2013
CQL/DIDD CQA Candidates	Work with CQL coach on and off site to complete data projects and certification requirements	March 15, 2013	June 14, 2013
CQL/DIDD	Status update/touch point meeting (date tbd)	July 1, 2013	July 31, 2013
DIDD/CQL	Advisory Council statewide meeting (date tbd)	July 1, 2013	July 31, 2013
DIDD/CQL	Advisory Council regional meetings (dates tbd)	October 1, 2013	October 31, 2013

PROJECT WORK PLAN

DATA GATHERING AND NETWORK EVALUATION			
Deliverables:			
<ul style="list-style-type: none"> • Statewide reliable and representative Personal Outcome Measures® data base (n= 410 people) • Statewide reliable and representative Basic Assurances® data base (n=30 providers) • Evaluation, report and recommendations of Network Management for all three regions and the state 			
Time Frames: January 1, 2014 – September 30, 2014			
DIDD/CQL	ACTIVITY	BEGIN	END
DIDD	Submit roster of people receiving services by region	January 1,2014	January 31, 2014
CQL/DIDD	Status update/touch point meeting (date tbd)	January 1,2014	January 31, 2014
DIDD/CQL	Advisory Council statewide meeting (date tbd)	January 1, 2014	January 31, 2014
CQL	Select representative sample of people receiving services by region	February 1, 2014	February 28, 2014
DIDD	Submit comprehensive listing of providers by region with Basic Assurances® review data from 2013	February 1, 2014	February 28, 2014
DIDD	Complete Personal Outcome Measures® interviews and submit data by region and state	March 1, 2014	April 15, 2014
CQL	Select representative sample of providers by region	March 1, 2014	March 31, 2014
DIDD <i>Selected Providers</i>	Complete and submit self-assessments (selected providers)	April 1, 2014	April 30, 2014
DIDD/CQL	Advisory Council regional meetings (dates tbd)	April 1, 2014	April 30, 2014
CQL/DIDD	Schedule onsite visits	April 1, 2014	April 30, 2014
CQL	Determine which visits shall include CQL as team lead	April 1, 2014	April 30, 2014
CQL/DIDD Reviewers	Complete onsite visits with selected sample of providers (CQL completes small sample of Personal Outcome Measures® interviews – could be recertification reliability interviews)	May 1, 2014	June 30, 2014
CQL/DIDD CQA's	Aggregate Personal Outcome Measures® data and Basic Assurances® review data by region and statewide. Identify trends.	July 1, 2014	July 31, 2014
CQL/DIDD	Status update/touch point meeting (date tbd)	July 1, 2014	July 31, 2014
DIDD/CQL	Advisory Council statewide meeting (date tbd)	July 1, 2014	July 31, 2014
DIDD Regions and State	Complete and submit Network Measures self-assessments	July 1, 2014	July 30, 2014
DIDD	Select sample from waiting lists and recipients of Family Support Service in each region	July 1, 2014	July 31, 2014

PROJECT WORK PLAN

DATA GATHERING AND NETWORK EVALUATION (cont.)			
Deliverables:			
<ul style="list-style-type: none"> • Statewide reliable and representative Personal Outcome Measures® data base (n= 410 people) • Statewide reliable and representative Basic Assurances® data base (n=30 providers) • Evaluation, report and recommendations of Network Management for all three regions and the state 			
Time Frames: January 1, 2014 – September 30, 2014			
DIDD/CQL	DIDD/CQL	DIDD/CQL	DIDD/CQL
CQL	Schedule regional and DIDD network evaluation visits	July 1, 2014	July 30, 2104
CQL	Conduct focus groups with people on waiting lists and recipients of Family Support Services in each region	August 1, 2014	August 31, 2014
CQL/DIDD	Complete onsite visits at regions and DIDD	August 1, 2014	August 31, 2014
CQL	Complete network evaluation reports	September 1, 2014	September 30, 2014

PROJECT WORK PLAN

NETWORK ACCREDITATION: PERSON-CENTERED EXCELLENCE			
Deliverables:			
<ul style="list-style-type: none"> • Person-centered Excellence Action Plans for all three regions and the state • First in the world DD systems Network Accreditation: Person-centered Excellence 			
Time Frames: September 1, 2014 – March 15, 2015			
DIDD/CQL	ACTIVITY	BEGIN	END
CQL/DIDD	Complete initial phone conference planning call with regions and state	September 1, 2014	September 15, 2014
DIDD	Identify and invite stakeholder groups in each region and state	September 15, 2014	September, 2014
CQL/DIDD	Schedule Person-centered Excellence visits	September 1, 2014	September 30, 2014
CQL/DIDD	Complete data review/2 nd preparation calls with stakeholder groups from each region and state	October 1, 2014	October 15, 2014
DIDD/CQL	Advisory Council regional meetings (dates tbd)	October 1, 2014	October 31, 2014
CQL/DIDD	Complete 2 ½ day onsite Network Accreditation visits in the regions	October 15, 2014	November 15, 2014
CQL	Summarize regional plans for state visit	November 15, 2014	November 30, 2014
CQL/DIDD	Complete final 2 ½ day onsite Network Accreditation visit with DIDD	December 1, 2014	December 7, 2014
CQL	Complete final report	December 8, 2014	December 31, 2014
CQL/DIDD	Present/announce first DD systems Network Accreditation: Person-centered Excellence in the world! CELEBRATE!	January 1, 2015	January 15, 2015
CQL	Complete participant and stakeholder evaluation surveys	January 1, 2015	February 28, 2015
CQL/DIDD	Process evaluation and next steps planning meeting (date tbd)	March 1, 2015	March 31, 2015

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

LIQUIDATED DAMAGES

DELIVERABLES	LIQUIDATED DAMAGES PER BUSINESS DAY
Failure to complete activity on the scheduled date as described in the Project Work Plan, Attachment 1, of this Contract.	Six hundred, eleven dollars and eighty-seven cents (\$611.87) per day for each business day a deliverable is late.