

CONTRACT # 10
RFS # 339.11-10411
FA # 11-33409
Edison # 22930

**Department of Mental Health
and Substance Abuse Services
Middle Tennessee Mental
Health Institute**

VENDOR:
Prince Food Systems, Inc.



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH
MIDDLE TENNESSEE MENTAL HEALTH INSTITUTE
221 STEWARTS FERRY PIKE
NASHVILLE, TENNESSEE 37214
(615) 902-7400

RECEIVED

MAR - 8 2013

FISCAL REVIEW

MEMORANDUM:

TO: FISCAL REVIEW COMMITTEE

FROM: Mark Stanley, Director Financial Services

DATE: January 17, 2013

SUBJECT: AMENDMENT ONE - PRINCE FOOD SYSTEMS, INC., - MTMHI FOOD MANAGEMENT SERVICES (FMS) CONTRACT - RFS#33911-10411, FA-1133409, EDISON #22930

The subject contract above is the Middle Tennessee Mental Health Institute (MTMHI) food management services contract awarded through the RFP process. The purpose of this amendment is to extend the contract for an additional year, FY2014, and increase the maximum amount by \$1,000,000.00 for a new maximum amount of \$4,008,873.46 using the same rates as the last year of the contract as allowed in the Contract.

Prince Food Systems, Inc. was awarded the MTMHI Food Management Services contract through RFP#33911-10411, FA1133409, Edison #22930. Extending the contract for another year and increasing the maximum amount of this contract will help provide continued quality, cost-effective food management services for service recipients of MTMHI and help maintain the hospital accreditation standards set by Medicare and "The Joint Commission."

The following required FRC documentation is being provided to you:

1. Approved Non-Competitive Amendment Request
2. Fiscal Review Committee (FRC) Supplemental
3. Edison FRC Supplemental Support Documentation
4. Amendment One and Contract Summary Sheet
5. Approved RFP E-Health Pre-Approval Endorsement
6. Approved Original Contract and Contract Summary Sheet

If you need additional information, please let us know. Your consideration of this amendment is very much appreciated.

MS:PM

ATTACHMENTS

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Sandra Braber-Grove or Mark Stanley	*Contact Phone:	615-532-6524 or 615-902-7443
*Original Contract Number:	FA-1133409	*Original RFS Number:	33911-10411
Edison Contract Number: <i>(if applicable)</i>	22930	Edison RFS Number: <i>(if applicable)</i>	33911-10411
*Original Contract Begin Date:	10/01/2010	*Current End Date:	06/30/2013
Current Request Amendment Number: <i>(if applicable)</i>	ONE		
Proposed Amendment Effective Date: <i>(if applicable)</i>	07/01/2013		
*Department Submitting:	Department of Mental Health and Substance Abuse Services (DMHSAS)		
*Division:	Middle Tennessee Mental Health Institute (MTMHI)		
*Date Submitted:	March 8, 2013		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	Prince Food Systems, Inc.		
*Current Maximum Liability:	\$3,008,873.46		
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY:10-11	FY:11-12	FY:12-13	FY: FY FY
\$974,495.77	\$1,002,761.53	\$1,031,616.16	\$ \$ \$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)			
FY:10-11	FY:11-12	FY:12-13	FY: FY FY
\$674,492.58	\$997,176.76	\$543,579.19	\$ \$ \$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	During FY2011, the total funding allocated was not spent due to an over-estimation of the number of patient meals; surplus funds were carried forward to FY2012 and FY2013.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	Surplus funds were automatically carried forward in Edison to FY2012 and FY2013.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	No Contract Expenditures exceeded Contract Allocations.		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State:		Federal:	
Interdepartmental:			<i>Other:</i>	\$3,008.873.46
If “ <i>other</i> ” please define:			Current services revenue and TennCare revenue	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
None		None		
Method of Original Award: <i>(if applicable)</i>			RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$3,008,873.46	

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:	FY:	FY:	FY:	FY:
N/A					

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.

NOTE: Does not apply as this contract was issued as the result of an RFP. An extension clause was included in the contract, which permits the extension of the term and to add dollars for up to five (5) years. Funds are not expended unless a service is provided.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
N/A					

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.

NOTE: Does not apply as this contract was issued as the result of an RFP. An extension clause was included in the contract, which permits the extension of the term and to add dollars for up to five (5) years. Funds are not expended unless a service is provided.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:



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SetID: SHARE *Status:

Contract ID: 0000000000000000000022930 Contract Type: SVC (FA) type Contract

Administrator: Patricia Midgett

Authoring Document

Authoring Status: Approved Version: 0.00 Amendment: 0 [Maintain](#)

Header

Process Option: Purchase Order	Add Comments	Activity Log
Vendor: PRINCE FOO-001	Contract Activities	Document Status
Vendor ID: 0000128254 Prince Food Systems Inc	Primary Contact Info	Thresholds & Notifications
Begin Date: 10/01/2010 Vendor Details	Contract Agreement	*Additional Contract Info
Expire Date: 06/30/2013 Sub Contractor	Amount Summary	
Currency: USD CRRNT	Maximum Amount: 3,008,873.46	
Primary Contact:	Line Released: 2,215,248.53	
Vendor Contract Ref: FA1133409	Open Item Relsd: 0.00	
Description: 33911-10411	Total Released Amount: 2,215,248.53	
Master Contract ID:	Remaining Amount: 793,624.93	
<input type="checkbox"/> Tax Exempt	Remaining Percent: 26.38	

Order Contract Options

Allow Multicurrency PO Allow Open Item Reference Must Use Contract Rate Date

Corporate Contract Adjust Vendor Pricing First Rate Date: 08/31/2010

Lock Chartfields Price Can Be Changed on Order

[PO Defaults](#) [PO Open Item Pricing](#)

Add Items From

[Catalog](#) [Item Search](#)

Lines	Details	Order By Amount	Item Information	Default Schedule	Release Amounts	Release Quantities	<input type="text"/>	View A
1	Item		33911 FOOD MANAGEMENT SERVICES		DO	958-67		

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Payme		24									
Unit	Sum Amount	Edison Cd	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	FY	
33911	\$ 38,157.24	22930	128254	Prince Food Systems Inc	DFA	0000010121	00015768	256120601	7/18/2012	2012	
33911	\$ 39,162.20	22930	128254	Prince Food Systems Inc	DFA	0000009757	00015194	256120402	5/31/2012	2012	
33911	\$ 39,308.04	22930	128254	Prince Food Systems Inc	DFA	0000007206	00010918	256110701	8/19/2011	2012	
33911	\$ 39,401.52	22930	128254	Prince Food Systems Inc	DFA	0000009225	00014271	256120202	3/30/2012	2012	
33911	\$ 39,542.94	22930	128254	Prince Food Systems Inc	DFA	0000007205	00010917	256110602	8/17/2011	2012	
33911	\$ 39,702.60	22930	128254	Prince Food Systems Inc	DFA	0000008661	00013068	256111201	1/26/2012	2012	
33911	\$ 39,949.20	22930	128254	Prince Food Systems Inc	DFA	0000008312	00012644	256111101	12/16/2011	2012	
33911	\$ 40,491.72	22930	128254	Prince Food Systems Inc	DFA	0000009817	00015302	256120501	6/15/2012	2012	
33911	\$ 40,935.60	22930	128254	Prince Food Systems Inc	DFA	0000008732	00013377	256120101	2/16/2012	2012	
33911	\$ 41,247.96	22930	128254	Prince Food Systems Inc	DFA	0000008010	00012189	256111001	11/16/2011	2012	
33911	\$ 41,395.92	22930	128254	Prince Food Systems Inc	DFA	0000007705	00011667	256110901	10/20/2011	2012	
33911	\$ 41,511.00	22930	128254	Prince Food Systems Inc	DFA	0000009701	00014954	256120401	5/16/2012	2012	
33911	\$ 41,531.00	22930	128254	Prince Food Systems Inc	DFA	0000010001	00015517	256120502	6/29/2012	2012	
33911	\$ 41,589.24	22930	128254	Prince Food Systems Inc	DFA	0000008314	00012700	256111102	12/30/2011	2012	
33911	\$ 41,724.72	22930	128254	Prince Food Systems Inc	DFA	0000009015	00014020	256120201	3/16/2012	2012	
33911	\$ 41,905.56	22930	128254	Prince Food Systems Inc	DFA	0000007426	00011405	256110801	9/15/2011	2012	
33911	\$ 41,905.56	22930	128254	Prince Food Systems Inc	DFA	0000009342	00014421	256120301	4/13/2012	2012	
33911	\$ 42,240.04	22930	128254	Prince Food Systems Inc	DFA	0000008069	00012321	256111002	12/1/2011	2012	
33911	\$ 42,859.08	22930	128254	Prince Food Systems Inc	DFA	0000007910	00012100	256110902	11/3/2011	2012	
33911	\$ 43,478.04	22930	128254	Prince Food Systems Inc	DFA	0000008662	00013069	256111202	2/2/2012	2012	
33911	\$ 44,220.72	22930	128254	Prince Food Systems Inc	DFA	0000007207	00011371	256110702	9/6/2011	2012	
33911	\$ 44,631.34	22930	128254	Prince Food Systems Inc	DFA	0000008855	00013664	256120102	3/2/2012	2012	
33911	\$ 45,060.52	22930	128254	Prince Food Systems Inc	DFA	0000009554	00014809	256120302	5/7/2012	2012	
33911	\$ 45,225.00	22930	128254	Prince Food Systems Inc	DFA	0000007528	00011518	256110802	9/30/2011	2012	
	\$ 997,176.76	FY2012-Expenditures-		Prince Food Systems Inc							

Payme		17									
Unit	Sum Amount	Edison Co	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	FY	
33911	\$ 34,401.90	22930	128254	Prince Food Systems Inc	DFA	000005990	00008956	256110202	4/1/2011	2011	
33911	\$ 37,777.32	22930	128254	Prince Food Systems Inc	DFA	000005533	00008072	256110101	2/17/2011	2011	
33911	\$ 38,272.08	22930	128254	Prince Food Systems Inc	DFA	000005348	00007859	256101201	1/26/2011	2011	
33911	\$ 38,383.80	22930	128254	Prince Food Systems Inc	DFA	000005830	00008649	256110201	3/18/2011	2011	
33911	\$ 38,527.44	22930	128254	Prince Food Systems Inc	DFA	000006066	00009185	256110301	4/13/2011	2011	
33911	\$ 39,293.52	22930	128254	Prince Food Systems Inc	DFA	000004773	00007013	256101001	11/26/2010	2011	
33911	\$ 39,325.44	22930	128254	Prince Food Systems Inc	DFA	000006881	00010404	256110601	7/15/2011	2011	
33911	\$ 39,341.40	22930	128254	Prince Food Systems Inc	DFA	000006347	00009608	256110401	5/18/2011	2011	
33911	\$ 39,596.76	22930	128254	Prince Food Systems Inc	DFA	000006880	00010403	256110501	7/7/2011	2011	
33911	\$ 39,867.12	22930	128254	Prince Food Systems Inc	DFA	000005347	00007858	256101102	1/26/2011	2011	
33911	\$ 40,067.30	22930	128254	Prince Food Systems Inc	DFA	000006576	00009849	256110402	6/2/2011	2011	
33911	\$ 40,319.00	22930	128254	Prince Food Systems Inc	DFA	000005350	00007860	256101202	2/3/2011	2011	
33911	\$ 40,570.32	22930	128254	Prince Food Systems Inc	DFA	000005050	00007396	256101101	12/20/2010	2011	
33911	\$ 41,128.92	22930	128254	Prince Food Systems Inc	DFA	000005657	00008648	256110102	3/4/2011	2011	
33911	\$ 41,144.88	22930	128254	Prince Food Systems Inc	DFA	000006761	00010251	256110502	6/30/2011	2011	
33911	\$ 42,038.64	22930	128254	Prince Food Systems Inc	DFA	000006261	00009429	256110302	5/9/2011	2011	
33911	\$ 44,436.74	22930	128254	Prince Food Systems Inc	DFA	000004891	00007185	256101002	12/1/2010	2011	
	\$ 674,492.58	FY2011-Expenditures-		Prince Food Systems Inc							

POs by 55

Unit	PO No.	PO Status	Budget Status	Vendor	Name	Sum PO Amount	Sum Voucher Amount	Contract
33911	0000011897	Dispatched	Valid	128254	Prince Food Systems Inc	\$ 42,883.69	0.000	22930 Vouchers issued
33911	0000011829	Compl	Valid	128254	Prince Food Systems Inc	\$ 39,599.27	0.000	22930 not yet paid
33911	0000011659	Compl	Valid	128254	Prince Food Systems Inc	\$ 39,673.48	39673.480	22930
33911	0000011577	Compl	Valid	128254	Prince Food Systems Inc	\$ 39,362.25	39362.250	22930
33911	0000011371	Compl	Valid	128254	Prince Food Systems Inc	\$ 41,307.62	41307.620	22930
33911	0000011311	Compl	Valid	128254	Prince Food Systems Inc	\$ 40,056.38	40056.380	22930
33911	0000011137	Compl	Valid	128254	Prince Food Systems Inc	\$ 42,388.64	42388.640	22930 FY2013
33911	0000010953	Compl	Valid	128254	Prince Food Systems Inc	\$ 43,205.36	43205.360	22930
33911	0000010898	Compl	Valid	128254	Prince Food Systems Inc	\$ 45,285.03	48384.980	22930
33911	0000010675	Compl	Valid	128254	Prince Food Systems Inc	\$ 43,069.92	43069.920	22930
33911	0000010530	Compl	Valid	128254	Prince Food Systems Inc	\$ 45,176.52	45176.520	22930
33911	0000010387	Compl	Valid	128254	Prince Food Systems Inc	\$ 40,750.51	40750.510	22930
33911	0000010327	Compl	Valid	128254	Prince Food Systems Inc	\$ 40,820.52	42250.520	22930
33911	0000010121	Compl	Valid	128254	Prince Food Systems Inc	\$ 38,157.24	38157.240	22930
33911	0000010001	Compl	Valid	128254	Prince Food Systems Inc	\$ 41,531.00	42395.310	22930
33911	0000009817	Compl	Valid	128254	Prince Food Systems Inc	\$ 40,491.72	40491.720	22930
33911	0000009757	Compl	Valid	128254	Prince Food Systems Inc	\$ 39,162.20	39162.200	22930
33911	0000009701	Compl	Valid	128254	Prince Food Systems Inc	\$ 41,511.00	41511.000	22930
33911	0000009554	Compl	Valid	128254	Prince Food Systems Inc	\$ 45,060.52	45060.520	22930
33911	0000009342	Compl	Valid	128254	Prince Food Systems Inc	\$ 41,905.56	41905.560	22930
33911	0000009225	Compl	Valid	128254	Prince Food Systems Inc	\$ 39,401.52	39401.520	22930
33911	0000009015	Compl	Valid	128254	Prince Food Systems Inc	\$ 41,724.72	41724.720	22930
33911	0000008855	Compl	Valid	128254	Prince Food Systems Inc	\$ 44,631.34	44631.340	22930
33911	0000008732	Compl	Valid	128254	Prince Food Systems Inc	\$ 40,935.60	40935.600	22930
33911	0000008662	Compl	Valid	128254	Prince Food Systems Inc	\$ 43,478.04	43478.040	22930
33911	0000008661	Compl	Valid	128254	Prince Food Systems Inc	\$ 39,702.60	39788.040	22930 FY2012
33911	0000008314	Compl	Valid	128254	Prince Food Systems Inc	\$ 41,589.24	41680.660	22930

33911	0000008312	Compl	Valid	128254	Prince Food Systems Inc	\$	39,949.20	39949.200	22930	
33911	0000008069	Compl	Valid	128254	Prince Food Systems Inc	\$	42,240.04	42240.040	22930	
33911	0000008010	Compl	Valid	128254	Prince Food Systems Inc	\$	41,247.96	41247.960	22930	
33911	0000007910	Compl	Valid	128254	Prince Food Systems Inc	\$	42,859.08	43248.040	22930	
33911	0000007705	Compl	Valid	128254	Prince Food Systems Inc	\$	41,395.92	41395.920	22930	
33911	0000007528	Compl	Valid	128254	Prince Food Systems Inc	\$	45,225.00	46765.000	22930	
33911	0000007426	Compl	Valid	128254	Prince Food Systems Inc	\$	41,905.56	41905.560	22930	
33911	0000007207	Compl	Valid	128254	Prince Food Systems Inc	\$	44,220.72	44298.520	22930	
33911	0000007206	Compl	Valid	128254	Prince Food Systems Inc	\$	39,308.04	39802.040	22930	
33911	0000007205	Compl	Valid	128254	Prince Food Systems Inc	\$	39,542.94	39542.940	22930	
33911	0000006881	Compl	Valid	128254	Prince Food Systems Inc	\$	39,325.44	39325.440	22930	
33911	0000006880	Compl	Valid	128254	Prince Food Systems Inc	\$	39,596.76	39596.760	22930	
33911	0000006761	Compl	Valid	128254	Prince Food Systems Inc	\$	41,144.88	41144.880	22930	
33911	0000006576	Compl	Valid	128254	Prince Food Systems Inc	\$	40,067.30	40067.300	22930	
33911	0000006347	Compl	Valid	128254	Prince Food Systems Inc	\$	39,341.40	39589.010	22930	
33911	0000006261	Compl	Valid	128254	Prince Food Systems Inc	\$	42,038.64	42038.640	22930	
33911	0000006066	Compl	Valid	128254	Prince Food Systems Inc	\$	38,527.44	38527.440	22930	
33911	0000005990	Compl	Valid	128254	Prince Food Systems Inc	\$	34,401.90	35332.600	22930	
33911	0000005830	Compl	Valid	128254	Prince Food Systems Inc	\$	38,383.80	38383.800	22930	FY2011
33911	0000005657	Compl	Valid	128254	Prince Food Systems Inc	\$	41,128.92	42668.920	22930	
33911	0000005533	Compl	Valid	128254	Prince Food Systems Inc	\$	37,777.32	37777.320	22930	
33911	0000005350	Compl	Valid	128254	Prince Food Systems Inc	\$	40,319.00	40357.800	22930	
33911	0000005348	Compl	Valid	128254	Prince Food Systems Inc	\$	38,272.08	38272.080	22930	
33911	0000005347	Compl	Valid	128254	Prince Food Systems Inc	\$	39,867.12	39867.120	22930	
33911	0000005050	Compl	Valid	128254	Prince Food Systems Inc	\$	40,570.32	40570.320	22930	
33911	0000004891	Compl	Valid	128254	Prince Food Systems Inc	\$	44,436.74	45976.740	22930	
33911	0000004773	Compl	Valid	128254	Prince Food Systems Inc	\$	39,293.52	40833.520	22930	
							2,215,248.53	EXP-TO-DATE-	22930	

Paymer		11									
Unit	Sum Amount	Edison C	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	FY	
33911	\$ 39,362.25	22930	128254	Prince Food Systems Inc	DFA	0000011577	00018280	256121101	12/21/2012	2013	
33911	\$ 39,673.48	22930	128254	Prince Food Systems Inc	DFA	0000011659	00018371	256121102	1/3/2013	2013	
33911	\$ 40,056.38	22930	128254	Prince Food Systems Inc	DFA	0000011311	00017826	256121001	11/16/2012	2013	
33911	\$ 40,750.51	22930	128254	Prince Food Systems Inc	DFA	0000010387	00016164	256120701	8/16/2012	2013	
33911	\$ 40,820.52	22930	128254	Prince Food Systems Inc	DFA	0000010327	00016036	256120602	8/2/2012	2013	
33911	\$ 41,307.62	22930	128254	Prince Food Systems Inc	DFA	0000011371	00017959	256121002	11/30/2012	2013	
33911	\$ 42,388.64	22930	128254	Prince Food Systems Inc	DFA	0000011137	00017573	256120902	10/31/2012	2013	
33911	\$ 43,069.92	22930	128254	Prince Food Systems Inc	DFA	0000010675	00016714	256120801	9/14/2012	2013	
33911	\$ 43,205.36	22930	128254	Prince Food Systems Inc	DFA	0000010953	00017299	256120901	10/17/2012	2013	
33911	\$ 45,176.52	22930	128254	Prince Food Systems Inc	DFA	0000010530	00016500	256120702	8/31/2012	2013	
33911	\$ 45,285.03	22930	128254	Prince Food Systems Inc	DFA	0000010898	00017080	256120802	10/5/2012	2013	
	\$ 461,096.23										
	\$ 39,599.27										
	\$ 42,883.69										
	\$ 543,579.19										
										FY2013 Expenditures-To-Date - Prince Food Systems, Inc.	



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 : Patricia Midgett, ASA3
Department of Mental Health & Developmental Disabilities/Middle TN Mental Health Institute
E-Mail : Patricia.Midgett@tn.gov

DATE : June 11, 2010

RE : Request for eHealth Pre-Approval Endorsement

APPLICABLE RFS # 339.11-58810

OFFICE OF E-HEALTH INITIATIVES ENDORSEMENT SIGNATURE & DATE :

6/14/2010

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.

MEDICAL/MENTAL HEALTH-RELATED SERVICE DESCRIPTION :

Emergency Food Management Services for service recipients of Department of Mental Health and Developmental Disabilities, Middle Tennessee Mental Health Institute, and Department of Finance and Administration, Division of Intellectual Disabilities Services, Clover Bottom Developmental Center and Harold Jordan Center. The current contactor, Rice Services, (current RFS#33911-058, FA-06-16687-00 REVISED Contract) refuses to provide food management services after June 30, 2010, and will be in breach of his contract. The purchase of Emergency Food Management Services will be required to continue providing our service recipients with the required daily varied dietary nutritional meals and snacks required until a new contractor is awarded the Food Management Services Contract from the current Request for Proposal #33911-10411 (RFP) in process.

CONTRACTING AGENCY CONTACT :

Mark Stanley, Director of Financial Services

615-902-7443

Mark.Stanley@tn.gov

REQUIRED ATTACHMENT(S) AS APPLICABLE (copies without signatures acceptable) :

RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request

proposed contract or amendment

Non-Competitive Amendment Request

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

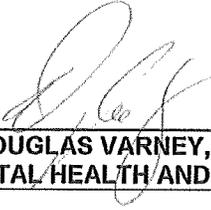
Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprrs@state.tn.us

APPROVED

Jessica Robertson (PR)

Chief Procurement Officer/Central Procurement Office/TDGS

Request Tracking #	33911-10411	
1. Procuring Agency	Department of Mental Health and Substance Abuse Services	
2. Contractor	Prince Food Systems, Inc.	
3. Contract #	FA-1133409	
4. Proposed Amendment #	One	
5. Edison ID #	22930	
6. Contract Begin Date	October 1, 2010	
7. Current Contract End Date – with ALL options to extend exercised	June 30, 2013	
8. Proposed Contract End Date – with ALL options to extend exercised	June 30, 2014	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 3,008,873.46	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 4,008,873.46	
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 type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation of Need for the Proposed Amendment		
<p>The current contract permits an extension of up to two (2) years in one-year (1-year) increments (see Contract Section B.2.). The proposed amendment is needed to exercise the extension clause and add necessary funds to continue food services at the State's Middle Tennessee Mental Health Institute for another state fiscal year.</p>		

Request Tracking #	33911-10411
<p>15. Name and Address of the Contractor's Principal Owner(s) <i>- NOT required for a TN state education institution</i></p> <p>Doug Prince, Vice President Prince Food Systems, Inc. 11001 Wilcrest Drive Houston, TX 77099 Office Phone #: 281-568-3131 Cell Phone #: 713-471-6818 Fax #: 281-568-2323 E-Mail Address: dprince@princefoodsystems.com</p>	
<p>16. Evidence of Contractor's Experience and Length Of Experience Providing the Service</p> <p>Prince Food Systems, Inc. has over 75 years of experience in the food service business. The company started out in the fast food business in the 30s, 40s, and 50s; adding employee cafeterias and executive dining in the 70s; and adding healthcare food service in 1992. Prince Food Systems, Inc. first started providing food management services at the State's Middle Tennessee Mental Health Institute as a result of an approved Non-Competitive Contract Request at a time when the then-current service provider was no longer willing to provide the services. During the term of that contract, a competitive RFP process was conducted and this Contractor was awarded a three-year (3-year) contract.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The original contract was the result of a competitive RFP process and contained the permitted term extension clause (Section B.2.), which is now being exercised so no other procurement alternatives are necessary.</p>	
<p>18. Justification <i>- specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>As stated in response to Item 17., the original contract was the result of the competitive RFP process and contained the permitted term extension clause which is now being exercised. As stated in the contract, the rates in an extension year remain the same as those of the last year of the original contract.</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> <p>E. DOUGLAS VARNEY, COMMISSIONER MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES DATE</p>	



CONTRACT AMENDMENT

Agency Tracking # 33911-10411	Edison ID 22930	Contract # FA1133409-01	Amendment # One		
Contractor Legal Entity Name Prince Food Systems, Inc.			Edison Vendor ID 74-1190948		
Amendment Purpose & Effect(s) To extend the Food Management Services Contract at the State's Middle Tennessee Mental Health Institute for another State Fiscal Year and add the necessary funds.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2014			
TOTAL Contract Amount <u>INCREASE</u> or <u>DECREASE</u> per this Amendment (zero if N/A):			\$1,000,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011				\$974,495.77	\$974,495.77
2012				\$1,002,761.53	\$1,002,761.53
2013				\$1,031,616.16	\$1,031,616.16
2014				\$1,000,000.00	\$1,000,000.00
TOTAL:				\$4,008,873.46	\$4,008,873.46
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)			

**AMENDMENT ONE
OF CONTRACT FA1133409, EDISON 22930**

This Amendment is made and entered by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services (as amended herein), hereinafter referred to as the "State" and Prince Food Systems, Inc., hereinafter referred to as the "Contractor", for the purpose of extending the Food Management Services Contract at the State's Middle Tennessee Mental Health Institute for another State Fiscal Year and adding the necessary funds. 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 October 1, 2010 and ending on June 30, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Contract Section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million Eight Thousand Eight Hundred Seventy-Three Dollars and Forty-Six Cents (\$4,008,873.46). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

3. Contract Section C.3.b. is deleted in its entirety and replaced with the following:
 - C.3.b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<u>Service Description</u>	Amount (per compensable increments)			
	10/01/10 thru 06/30/11	07/01/11 thru 06/30/12	07/01/12 thru 06/30/13	07/01/13 thru 06/30/14
Category I Cost: Labor Cost of Meals and snacks per Service Recipient per Resident Day*:	\$15.96/Service Recipient per Resident Day	\$16.44/Service Recipient per Resident Day	\$16.93/Service Recipient per Resident Day	\$16.93/Service Recipient per Resident Day

Category II Cost: Labor Cost of Catering Services per person as listed below:				
Coffee	\$0.40/person	\$0.40/person	\$0.40/person	\$0.40/person
Boxed Lunches	\$2.50/person	\$2.50/person	\$2.50/person	\$2.50/person
Hot Meal Plate	\$5.00/person	\$5.00/person	\$5.00/person	\$5.00/person
Cold Meal Plate	\$2.50/person	\$2.50/person	\$2.50/person	\$2.50/person
Birthday/Special Occasion Cake	\$5.00/person	\$5.00/person	\$5.00/person	\$5.00/person
Punch	\$0.40/person	\$0.40/person	\$0.40/person	\$0.40/person
Danish/Muffin Tray	\$1.25/person	\$1.25/person	\$1.25/person	\$1.25/person
Cheese/Cracker Tray	\$1.25/person	\$1.25/person	\$1.25/person	\$1.25/person
Cookie/Brownie Tray	\$1.25/person	\$1.25/person	\$1.25/person	\$1.25/person
Fruit/Vegetable Tray	\$2.50/person	\$2.50/person	\$2.50/person	\$2.50/person

4. The following is added as Contract Section E.25:

E.25. Department Name. All references “Department of Mental Health and Developmental Disabilities” shall be deleted and replaced with “Tennessee Department of Mental Health and Substance Abuse Services.”

5. Contract Attachment 11, “Authorized MTMHI Contact Individuals,” is to be deleted in its entirety and replaced with the following:

AUTHORIZED MTMHI CONTACT INDIVIDUALS
MTMHI-221 Stewarts Ferry Pike, Nashville, TN 37214

NAME	TITLE	E-MAIL ADDRESS	ROOM NO.	PHONE NO.
Robert Micinski	Chief Executive Officer	Bob.Micinski@tn.gov	J166	615-902-7535
Mark Stanley	Director of Financial Services	Mark.Stanley@tn.gov	J139	615-902-7443
Freda Hunter	Dietary Clinical Supervisor	Freda.Hunter@tn.gov	L114	615-902-7522
Gale White	TDMHSAS Food Service Director	Gale.White@tn.gov	Chattanooga	423-785-3440

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, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

PRINCE FOOD SYSTEMS, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE SERVICES:

E. DOUGLAS VARNEY, COMMISSIONER

DATE



CONTRACT

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

Agency Tracking #

33911-10411

Edison ID

22930

00000

Contractor

Prince-Food Systems, Inc.,

Contractor Federal Employer Identification or Social Security #

C- or V- 74-1190948

Service

Food Management Services

Contract Begin Date

October 1, 2010

Contract End Date

June 30, 2013

Subrecipient or Vendor

Subrecipient Vendor

CFDA #(s)

N/A

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011				\$974,496.77	\$974,496.77
2012				\$1,002,761.53	\$1,002,761.53
2013				\$1,031,616.16	\$1,031,616.16
TOTAL:				\$3,008,873.46	\$3,008,873.46

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

OCR USE:
FA

M. J. [Signature]
F&A Secured Document

FA1133409

Agency Contact & Telephone #

Gene Wood, 12th Floor Andrew Johnson Bldg. - 615-532-6676

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)

Gene Wood

Speed Code

N/A

Account Code

70899000

Contractor Ownership/Control

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

Contractor Selection Method

- RFP Competitive Negotiation * Alternative Competitive Method *
 Non-Competitive Negotiation * Other *

*Procurement Process Summary

This contract was procured through the formal RFP process.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
MIDDLE TENNESSEE MENTAL HEALTH INSTITUTE
AND
PRINCE FOOD SYSTEMS, INC.**

This Contract, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, Middle Tennessee Mental Health Institute, hereinafter referred to as the "State" and Prince Food Systems, Inc., hereinafter referred to as the "Contractor," is for the provision of Food Management Services as further defined and described in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.

Contractor Federal Employer Identification or Social Security Number: 74-1190948

Contractor Place of Incorporation or Organization: Texas.

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all services 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:

- a. Food Management Services at Middle Tennessee Mental Health Institute (MTMHI) includes providing, delivering, and serving at least three (3) daily meals and designated snacks three hundred sixty five (365) days per year for each service recipient as planned by the Registered Dietitian and to cater special functions or events. Special type food, including texture, ingredient modifications, increased nutritional needs and portion adjustments shall be provided to the service recipients requiring special diets determined by the Registered Dietitian and ordered by the service recipient's Physician.
- b. The performance of these services includes prepared meal trays being delivered as described in this Scope of Services, on flat-bed carts and loaded into the rethermalization carts, from the Dietary Services Building, which is four tenths (.4) of a mile from the main MTMHI Building. The Dietary Services Building is used for food storage and food preparation; it contains walk-in coolers and serving traylines. After heating, the Contractor loads the trays onto delivery carts and transports them to seven (7) separate service recipient care units within the main MTMHI Building. Each of these units has a capacity of twenty-five (25) beds. Approximately fifty percent (50%) of the service recipients will be on some form of a modified diet. In addition, during the week and according to an established schedule, service recipients on two (2) of the care units may be allowed to eat in the MTMHI Cafeteria and are offered a soup and salad bar in addition to their prescribed meal tray. This program is called "The Enhanced Meal Service Program." Also, located about three tenths (.3) of a mile on the same campus from the Dietary Services Building, the Forensics Services Program (FSP) Building is a twenty (20) bed program. All meals will be delivered to one off-ward location and placed in the rethermalization unit. Unit staff will be responsible for delivery to the dining unit after the meals are rethermalized. Approximately forty percent (40%) of the FSP service recipients are on modified diets.

A.3. Service Recipients:

- a. Meal service shall be provided to the actual count of MTMHI's service recipients physically present at midnight (12:00 p.m.) each day, referred to as "Resident Day." The Average Daily Census (ADC) at MTMHI is estimated to be ninety percent (90%) of the Maximum Daily Capacity of one hundred ninety five (195) which is one hundred seventy

six (176) service recipients per day. A calendar year of three hundred sixty five (365) days results in a total of sixty four thousand two hundred forty (64,240) billable days in the forthcoming calendar years of this Contract. This number is an estimate and creates no rights, interests, or claims of entitlement in the Contractor and shall not be construed as any type of volume guarantee or minimum quantity.

- b. Catering services shall be provided upon request of the State as needed. Attachment 4 shows the number of such services provided in Calendar Year 2009. The numbers are for informational purposes only and do not create any rights, interests, or claims of entitlement in the Contractor and shall not be construed as any type of volume guarantee or minimum quantity.

A.4. Service Goal:

To provide MTMHI service recipients daily with the most cost-effective, nutritious, well balanced, appetizing, and good quality food safe to consume prepared in a clean and sanitary environment.

A.5. Structure:

- a. The Contractor shall provide MTMHI services that meet or surpass the standards for quality of services as specified in the following:
 - (1) All applicable Medicare, Medicaid, and Tennessee's Medicaid program, TennCare standards and regulations;
 - (2) All standards required by The Joint Commission;
 - (3) MTMHI Dietary Policies and Procedures Manual;
 - (4) MTMHI Policies and Procedures;
 - (5) Medical Staff Bylaws of MTMHI;
 - (6) Title 33, Tennessee Code Annotated;
 - (7) All Tennessee Department of Mental Health and Developmental Disabilities (TDMHDD) Rules as published in the official compilation of Tennessee Administrative Rules;
 - (8) Title 42, Code of Federal Regulations, Public Health, Part 483.35 Dietary Services; and
 - (9) MTMHI Quality Improvement Policies, Infection Control Policies, Inspection Report Policies, Tuberculosis (TB) Skin Testing Policies, and Safety Plans as they apply to the food service operation.
- b. The Contractor agrees that no services shall be provided pursuant to this Contract until the following conditions are met:
 - (1) The Contractor shall provide all applicable and verifiable documentation as to education and experience, such as transcripts and curriculum vitae, licenses, and certificates, personal and professional references.
 - (2) The Chief Executive Officer of MTMHI (or designee) has reviewed the credentials of the prospective Contractor personnel and, if deemed necessary, has personally interviewed these personnel.
 - (3) The Contractor warrants that the personnel providing services pursuant to this

Contract are experienced, certified, or licensed as required by the State of Tennessee; are able to perform the duties as specified in this Contract; and are able to communicate effectively in the English language.

- (4) The Contractor shall have a Tennessee Bureau of Investigation (TBI) finger print check along with all staff covered under this Contract. These criminal record checks are to be submitted, as permitted by law, to MTMHI Human Resources Office two (2) weeks before being allowed to work at MTMHI to be reviewed by the Executive Committee.
 - (5) The Contractor shall warrant that all Contractor personnel are drug-free by providing an initial drug screening for each of these personnel and for all new hires, as well as a twenty percent (20%) random drug screening annually thereafter. The first set of test results shall be submitted to MTMHI Human Resources Office two (2) weeks before being allowed to work at MTMHI and thereafter submitted annually.
 - (6) The Contractor shall assure that no Contractor's personnel who is a former employee of the State of Tennessee provides services under this Contract within six (6) months of such employee's final separation from employment with the State of Tennessee. Further, the Contractor shall assure that no Contractor's personnel who is a former employee who was dismissed for cause or with or without a cause during a probationary period or resigned not in good standing from employment with the State of Tennessee provides services under this Contract.
 - (7) The Contractor shall provide all information required by the MTMHI's Human Resources Office associated with meeting these requirements in this section.
- c. The Contractor's personnel shall not be deemed for any purpose to be employees of the State. All personnel employed by the Contractor shall at all times and for all purposes be solely in the employment of the Contractor. The Contractor shall be responsible for all its employees' payroll, benefits, worker's compensation, insurance, social security, unemployment taxes, withholding of all State and Federal taxes, and depositing of same at the appropriate times and places.
- d. The State shall be the sole judge of the Contractor's performance. The Contractor shall remove and replace (at its own expense) any personnel judged by the State as not providing satisfactory services. The Contractor shall not charge the State for any services performed which the State designates as being unacceptable.
- e. The Contractor shall be responsible for the following tests, checks, or screening of all Contractor staff covered under this Contract: tuberculosis (TB) skin test as noted in Section A.5.a.(9), Tennessee Bureau of Investigation (TBI) finger print check as required in Section A.5.b.(4), and Drug Screening as required in Section A.5.b.(5).
- f. The Contractor shall be responsible for the following costs: telephone and mail services, office/computer supplies and equipment, including supplies for tray ticket preparation, vehicles, and any other items used at the Dietary Services Building and MTMHI's Kitchen in support of their operation.

A.6. Process:

- a. The Contractor shall provide adequate staff and management personnel, both in type and numbers, to fulfill its responsibilities under this Contract, as provided below:
 - (1) The Contractor shall manage the physical inventory stored at the Dietary Services Building and at the MTMHI Kitchen. The Contractor shall communicate to the:

State its requirements for food and beverage items that are needed to fulfill the obligations of this Contract. The Contractor, cooperatively working with the State, shall develop written inventory management procedures and establish physical controls to safeguard the State's inventory from mishandling, misuse, theft and/or spoilage. The Contractor is responsible for any loss due to mishandling, misuse, theft and/or spoilage caused by its own negligence.

- (2) The Contractor shall use the master menu, developed by the State Clinical Dietitian Supervisor and Registered Dietitian at MTMHI, as the basis for all regular and modified diets. Changes to this non-select menu will not be made unless approved by the MTMHI's Clinical Dietitian Supervisor and/or designee. The master menu is based on a seasonal, six (6) month, twenty-eight (28) day menu cycle. An alternate menu developed by the State must correspond to the master menu.
- (3) The Contractor shall prepare all types of food and beverage products, including texture and ingredient modifications, and portion adjustments for all service recipients according to their Physician prescribed diet orders. Service recipients' meal service shall include three (3) meals per day, designated snacks, and special functions as determined by the MTMHI's Clinical Dietitian Supervisor and/or designee. Special functions shall include, but are not limited to the following: picnics, sack meals, and Enhanced Meal Service Program which are all Category I. Condiments shall be delivered in bulk form with each service recipient care unit's meal tray delivery. See Attachment 3, Diet Breakdowns, for an example of the types of Physician prescribed diets.
- (4) Upon request by the State, the Contractor shall provide catering services. The Contractor shall prepare all food and beverage products for catering events and meetings which are Category II items that include training trays, birthday and holiday celebrations, coffee service, and snacks for meetings. The Contractor shall be compensated for these catering services as listed under Category II Cost In Section C.3. Catering services shall include, but are not limited to lunches for MTMHI, Departmental meetings, receptions and recognitions, employee holiday meals, meal service to employees required to work during emergency situations, and other catering services as requested. During emergency situations, as determined by the Chief Executive Officer and/or designee, meal service shall be provided to employees who are required to work. In these emergency situations, advance notice or established ordering requirements for catering requests shall be waived. See Attachment 4, Catering Events.
- (5) The Contractor shall provide a soup and salad bar for service recipients assigned to the Enhanced Meal Service Program that is served in the MTMHI Kitchen Cafeteria. The following is the Enhanced Meal Service Program weekly schedule: Monday, Tuesday, Wednesday, and Friday at both lunch and supper/dinner and on Thursday at lunch only. The Clinical Dietitian Supervisor and/or designee shall develop a menu for the Enhanced Meal Service Program. Each week, on Monday – Friday, service recipient care units shall notify the MTMHI Kitchen staff when service recipient(s) are not allowed to participate in the Enhanced Meal Service Program and need to have their meal tray(s) sent to their respective service recipient care unit(s).
- (6) The Contractor shall consult with the MTMHI's Clinical Dietitian Supervisor and/or designee before a menu item is substituted. Menu substitutions must be kept to a minimum and used only for service recipients who are intolerant, sensitive or allergic to a particular menu item. Written documentation shall be kept daily for all menu substitutions made by the Contractor with a copy sent to the MTMHI's Clinical Dietitian Supervisor and/or designee.

- (7) The Contractor shall, with respect to meal tickets, computer system, and software:
- i. Process and print meal tickets daily, and label all meal trays prepared for service recipients based on information provided by the State. The Contractor shall have a computerized system to print meal tray labels, daily diet census, and a snack list. To ensure that each service recipient's meal is prepared as directed, each meal tray label shall include at least the following information: service recipient's name, diet order, date, location, any food substitutions, modifications, and/or food allergies.
 - ii. The computer system shall include a central processing unit, monitor, keyboard, and printer. The type of software used shall meet at least the following specifications: user-friendly, integrated, secure, changes easily managed by the user, and allow State Dietitians and Dietary Staff to access service recipient information.
 - iii. The software shall provide a printout of at least printed meal tray labels, diet census, and a snack list on a daily basis and nutrient analysis information based on the current menu or diet type once a month to be kept by MTMHI's Clinical Dietitian Supervisor. The Contractor shall provide trained staff to use the software and communicate software information as often as necessary to MTMHI's Clinical Dietitian and/or designee. The Contractor shall be responsible for making all corrections to software-generated reports as requested by the State, and keep the software current with the latest up-dates to the system.
- (8) The Contractor shall institute a Hazard Analysis Critical Control Point Plan (HACCP) for all areas of the food service operation, which includes the following areas: hazard analysis and risk assessment, determination of critical control points, specification for each critical control point, planned corrective action when a deviation occurs at the critical control point, record keeping system, and manager verification that the system works. The Contractor shall revise the HACCP Plan as necessary, at least annually, and provide a copy of the plan to the State.
- (9) The Contractor shall provide trained staff to check the accuracy of meal trays during preparation and before delivery of all meals. Monthly, or as needed, Meal Monitoring Reports shall be completed by the State Dietitian to assure accuracy of correct meal tray and/or snack delivery for each service recipient. The Contractor shall take appropriate action to correct any meal tray inaccuracies. Failure to send the correct meal tray and/or snack for each service recipient at a ninety-five percent (95%) accuracy rate as scored on Meal Monitoring Reports not corrected within the three (3) day cure period will result in Liquidated Damages as shown on Attachment 9, Item 3. The Contractor shall provide the State with a copy of the training schedule and any related information as it pertains to staff training or preparedness as requested by the State.
- (10) The Contractor shall develop and keep on file written production schedules for the production of meals, snacks, or other dietary events.
- (11) The Contractor shall deliver all meals, snacks, and bulk condiments to the appropriate locations according to a delivery schedule. The State shall work with the Contractor to develop a delivery schedule for all meal, snack, and bulk condiment deliveries and communicate regularly any changes to the schedule. See Section A.2.b. for a detailed description of the main MTMHI Building, Dietary Services Building, and the FSP Building.

- (12) The Contractor shall handle rethermalization (hereinafter retherm) trays, carts, and other such items as follows:
- i. The Contractor shall use the State's Rethermalization Tray System and provide compatible fitting tray and tray inserts to fit the current Aladdin Retherm Tray System to plate the menu items required for the service recipient's daily meal service. The Contractor shall be responsible for all aspects of the meal service required for use of the retherm trays and units. The Contractor is responsible for replacing any retherm trays as may be requested by the State due to poor condition and appearance. The meals prepared in accordance with Section A.6.a.(3) shall be placed on retherm trays held at the appropriate temperature as documented in the MTMHI Dietary Policies and Procedures Manual.
 - ii. The Contractor shall use retherm carts to deliver meal trays and any other food or beverages to service recipient care units at least three (3) times daily according to the delivery schedule. At each meal, the Contractor shall keep on hand an adequate number of unfilled trays as determined by MTMHI to meet the need for late tray order requirements.
 - iii. The Contractor shall retrieve the retherm trays and carts and any other containers in which the food or meals were delivered as close as possible to one (1) hour after each meal.
- (13) The Contractor shall clean and sanitize all equipment, utensils, trayline, trays, retherm carts, retherm bays, and kitchens at all locations. All cleaning and sanitizing shall be done daily after each meal on a routine basis.
- (14) The Contractor shall clean the floors daily. The Contractor must remove any water sprayed or spilled on the floor, whether as a result of cleaning or by accident, by one of the following methods: mopping, dry vacuuming, or using a squeegee. No water is to be left standing or pooling on the floor.
- (15) The Contractor shall be responsible for all maintenance and repair of all equipment and fixtures listed in Attachment 5, Equipment and Fixtures - Dietary Services Building and Attachment 6, Equipment and Fixtures - MTMHI Kitchen, provided by the State for use by the Contractor in performance of services under this Contract. The Contractor shall not be responsible for maintenance and repair of all equipment and fixtures listed in Attachment 7, Equipment and Fixtures - Forensics Services Program Kitchen, and Attachment 8, Listing of Rethermalization Carts, provided by the State for use by the Contractor in performance of services under this Contract. The Contractor is required to have on-site maintenance personnel. In addition, the Contractor shall be responsible for the correct use and protection of all equipment furnished by the State under this Contract. At the conclusion of this Contract, whether by expiration or termination, all equipment furnished by the State shall be returned to the State in good working order and condition. Should the equipment furnished by the State be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the equipment at the time of loss.
- (16) The Contractor shall perform routine maintenance on equipment and fixtures on a timely basis in accordance with any maintenance schedule provided by the State. The Contractor shall maintain an itemized list of repairs/maintenance conducted on all State owned equipment and provide a quarterly report to the State detailing the date of repair/maintenance and cost of repair/maintenance for each piece of State owned equipment.
- (17) The Contractor shall, with respect to refrigerated trucks and food spoilage:

- i. Provide an adequate number, as determined by the State, of refrigerated trucks required for timely meal and snack delivery to the main MTMHI Building and the FSP Building. The Contractor shall provide Tennessee-licensed and insured staff to drive the delivery trucks and be responsible for all aspects for maintenance and repair of the delivery trucks.
 - ii. Be responsible, during delivery, for any negligence and/or food spoilage because of mishandled meal trays or bulk food. Upon request, the Contractor shall be able to provide the State with a record of each truck's delivery compartment temperatures during the time it was used to deliver meals/snacks, bulk food, or stock items to the State.
- (18) The Contractor shall provide pest elimination and control at the Dietary Services Building.
 - (19) The Contractor shall provide garbage/dumpster and trash removal at the Dietary Services Building.
 - (20) The Contractor shall provide drain-cleaning service at the Dietary Services Building.
 - (21) The Contractor shall provide the State with a list of authorized people in its operation who can be assigned keys and follow the State's door-key management policies and procedures.
 - (22) The Contractor shall provide all supplies required for cleaning and operation of the production and storage areas.
 - (23) The Contractor shall provide a detailed contingency plan for all possible emergencies, including but not limited to bad weather, and maintain an emergency bulk inventory of non-perishable items that would allow for a minimum of three (3) days of meal service. The inventory shall be rotated on a regular basis according to the "first in, first out" method of stock rotation to ensure freshness.
 - (24) The Contractor shall develop written policies and procedures for all areas of its food service operation and maintain organized files and records.
 - (25) The Contractor shall cooperate with MTMHI staff to meet the needs of both the State and service recipients. Identified problem areas will be resolved to the satisfaction of the State. The Contractor and State will meet routinely at an agreed upon schedule to discuss any concerns or resolve any problems that may arise. After the Contract has been awarded, both the State and Contractor will provide each other a list of authorized individuals under this Contract with their locations and phone numbers for easy contact when needed.
 - (26) In the event of a change in food management services Contractor, the current food management services Contractor shall cooperate with the new food management services Contractor to ensure a smooth transition at both the beginning and end of the Contract periods.
 - (27) The Contractor shall adequately staff support personnel competent to carry out the functions in all areas of the food management services operation and provide a staffing schedule to the Department Food Service Director upon request.
 - (28) The Contractor shall provide a General Manager who is a Certified Dietary Manager and Production Managers who are responsible for supervising staff during all hours of daily operation from opening to closing. In addition to providing leadership at the Dietary Services' Building, the Contractor shall assign a supervisor and at least one (1) other employee to staff the MTMHI Kitchen each

day. Proof of the General Manager's certification shall be shown to the State upon request.

(29) Upon reasonable notice, the Contractor shall permit the State or its duly appointed representatives access to the Contractor's employees, agents, subcontractors or consultants who perform any work in connection with any services contemplated or performed relative to this Contract. The State shall be permitted access at any time to any equipment and locations used by the Contractor in its performance under this Contract to ensure compliance with this Contract or to investigate any complaints reported to the State.

b. The State shall have the following responsibilities under this Contract:

- (1) The State shall purchase all food and beverage items needed to fulfill the obligations of this Contract from State procurement sources, such as established contracts and the Cook-Chill System provided by TRICOR and cooperatively work with the Contractor to establish a system to manage the physical inventory as mentioned in Section A.6.a.(1).
- (2) The State shall procure, store, and deliver canned nutritional supplements, nonperishable food, and beverage items to fill unit food and supplement supply orders.
- (3) The State shall provide a master menu for regular and therapeutic diets. All meals served by the Contractor to the service recipients shall be based on these menus.
- (4) The State shall provide service recipient names and their prescribed diets for the preparation of meal tickets.
- (5) The State shall provide the "resident day" count for both MTMHI and FSP Buildings to the Contractor each day and a tabulated list each week. See Section A.3.a..
- (6) The State shall work with the Contractor to develop a delivery schedule and communicate any changes to the schedule as needed.
- (7) The State shall furnish, maintain, and repair the buildings and equipment that are not required to be maintained or repaired by the Contractor – See Attachment 7, Equipment and Fixtures – Forensics Services Program Kitchen, and Attachment 8, Equipment and Fixtures – Listing of Rethermalization Carts. The State shall maintain in a state of good repair and operation the following areas: kitchen, dining room, bathrooms, electrical, plumbing, heating, air conditioning, ventilation systems and fixtures.
- (8) The State shall conduct the following assessment if the Contractor reasonably questions in writing the economic feasibility for the repair of a piece of equipment: Have the equipment in question examined by an independent, authorized service technician, who shall provide to the State a written estimate for the cost and/or feasibility of repairs and compare the cost of repair to the cost of replacement, considering the remaining useful life of the equipment in question. If it is not cost effective to repair the equipment in question when the equipment defect is due to normal wear and tear, rather than negligence on the part of the Contractor, then the equipment in question shall be considered and prioritized as to funds availability for replacement by the State.
- (9) The State shall provide ground and lawn maintenance around the Dietary Services' Building.

- (10) The State shall review with the Contractor the results of any Customer Satisfaction and Quality Assurance Surveys that may have been associated with the Contractor's performance of this Contract. The Tennessee Quality Initiative MTMHI Food Service Check List (Attachment 10) is checked quarterly and as needed by the MTMHI Dietary Clinical Supervisor. Also a Plan of Correction for any quality initiative items that require improvement is completed with a follow-up date of corrected action taken. Failure to score at least ninety percent (90%) on each Tennessee Quality Initiative Food Service Checklist will result in Liquidated Damages if not corrected within the five (5) day cure period as shown on Attachment 9, Item 5.
- (11) The State shall review and, as necessary, recommend changes to the Contractor's policies and procedures for all areas of its operation.
- (12) The State shall provide a main kitchen facility in the Dietary Services Building and a satellite kitchen at MTMHI. At these locations, the State shall provide for fire protection and utilities including water, electricity, and gas.
- (13) The State shall make any reasonable regulations for use and occupancy of the premises.

A.7. Outcome:

The desired outcome is to provide MTMHI service recipients with a cost-effective, appetizing, healthy diet of safely prepared meals and snacks planned to meet their nutritional needs to promote good health and well-being. By doing so, it is our expectation to facilitate their mental health rehabilitation and also meet the accreditation standards set by Centers for Medicare and Medicaid Services (CMS) and The Joint Commission.

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period commencing on October 1, 2010 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.

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 affected 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 Three Million Eight Thousand Eight Hundred Seventy-Three Dollars and Forty-Six Cents (\$3,008,873.46). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the

payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

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

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

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<u>Service Description</u>	<u>Amount (per compensable increments)</u>		
	<u>10/01/10 thru 06/30/11</u>	<u>07/01/11 thru 06/30/12</u>	<u>07/01/12 thru 06/30/13</u>
Category I Cost: Labor Cost of Meals and snacks per Service Recipient per Resident Day*	\$ 15.96 /Service Recipient per Resident Day	\$ 16.44 /Service Recipient per Resident Day	\$ 16.93 /Service Recipient per Resident Day
Category II Cost: Labor Cost of Catering Services per person as listed below:			
Coffee	\$.40/person	\$.40/person	\$.40/person
Boxed Lunches	\$ 2.50/person	\$ 2.50/person	\$ 2.50/person
Hot Meal Plate	\$ 5.00/person	\$ 5.00/person	\$ 5.00/person
Cold Meal Plate	\$ 2.50/person	\$ 2.50/person	\$ 2.50/person
Birthday/Special Occasion Cake	\$ 5.00/person	\$ 5.00/person	\$ 5.00/person
Punch	\$.40/person	\$.40/person	\$.40/person
Danish/Muffin Tray	\$ 1.25/person	\$ 1.25/person	\$ 1.25/person
Cheese/Cracker Tray	\$ 1.25/person	\$ 1.25/person	\$ 1.25/person
Cookie/Brownie Tray	\$ 1.25/person	\$ 1.25/person	\$ 1.25/person
Fruit/Vegetable Tray	\$ 2.50/person	\$ 2.50/person	\$ 2.50/person

- c. In the event the contract term is extended in accordance with Section B.2., the payment rates for any period of term extension will be the same as the payment period of July 1, 2012 - June 30, 2013.
 - d. The Contractor shall be compensated for these services listed above under Category I and II Costs. Category I Cost shall be based on the number of daily residents/service recipients. The number of daily residents/service recipients shall be determined by an actual count of MTMHI's residents/service recipients physically present at 12:00 midnight. This count shall be referred to as a "resident day." Extra meals, such as snacks, late or multiple trays shall be served at no extra cost to the State for residents/service recipients who have been included in this "resident day" count. Additional meal trays sent, because of Contractor error, shall be served at no extra cost to the State.
 - e. The State's payment to the Contractor shall be reduced by the amount of monthly long distance calls made by the Contractor's personnel. Monthly telephone service will be paid by MTMHI and not charged to the Contractor.
- 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:
 - Department of Mental Health and Developmental Disabilities
 - Middle Tennessee Mental Health Institute
 - ATTN: Financial Services-Accounts Payable
 - 224 Stewarts Ferry Pike
 - Nashville, TN 37214
 - 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: Mental Health and Developmental Disabilities, Middle Tennessee Mental Health Institute, Financial Services;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name/title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;

- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
 - c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
 - d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
 - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least 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. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts, in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges 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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated, Section 12-4-401 et seq.*
- D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. 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.14. 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.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. 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.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. 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.19. 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.20. 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.21. 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:

Mark Stanley, Director of Financial Services
Department of Mental Health and Developmental Disabilities
Middle Tennessee Mental Health Institute
221 Stewarts Ferry Pike
Nashville, TN 37214
E-Mail: Mark.Stanley@tn.gov
Telephone #: 615-902-7443
FAX #: 615-902-7427

The Contractor:

Steve Caudle, Chief Operating Officer
Prince Food Systems, Inc.
11001 South Wilcrest Drive, Suite 200
Houston, Texas 77099
E-Mail: scaudle@princefoodsystems.com
Cell # 713-320-9308
Telephone # 281-568-3131 Ext. 113
FAX # 281-568-2323

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - b. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

- E.8. 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.9. 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.10. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, et seq., shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.11. 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.12. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments;
 - b. All Clarifications and addenda made to the Contractor's Proposal;
 - c. The Request for Proposal and its associated amendments;
 - d. Technical Specifications provided to the Contractor; and
 - e. The Contractor's Proposal.

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

- E.13. 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.14. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

- E.15. 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 offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted 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.16. Contractor Commitment to Diversify. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-33911-10411 (Attachment 6.2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.17. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract and in the

amount equal Seven Hundred Thousand Dollars (\$700,000). The Contractor shall submit the bond no later than the day immediately preceding the Contract start date and in the manner and form prescribed by the State (at Attachment 2 hereto), and the bond shall be issued through a company licensed to issue such a bond in the State of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract for:

- a. the Contract term and all extensions thereof, or
- b. the first calendar year of the Contract (ending December 31st following the Contract start date) in the amount of Seven Hundred Thousand Dollars (\$700,000) and, thereafter, a new performance bond in the amount of Seven Hundred Thousand Dollars (\$700,000) covering each subsequent calendar year of the contract period. In which case, the Contractor shall provide such performance bonds to the State no later than each December 10th preceding the calendar year period covered beginning on January 1st of each year.

Failure to provide to the State the performance bond(s) as required herein prior to the Contract start date and, as applicable, no later than December 10th preceding each calendar year period covered beginning on January 1st of each year, shall result in contract termination. The Contractor understands that the stated amount of the performance bond required hereunder shall not be reduced during the contract period for any reason.

E.18. 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.19. 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 9 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.
- E.20. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, 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.21. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
- E.22. Drug-Free Workplace. The Contractor agrees that it shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 of the United States Code (41 USC) §§ 701 et seq., and the regulations in Title 45 of the Code of Federal Regulations (45 CFR) Part 82.
- E.23. 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 Contractor Contract.
- E.24. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Confidentiality of Records", "HIPAA Compliance," and "Rule 2 Compliance" (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.

IN WITNESS WHEREOF:

PRINCE FOOD SYSTEMS, INC.:


CONTRACTOR SIGNATURE

8/30/2010
DATE

STEVE CAUDLE, CHIEF OPERATING OFFICER
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:


VIRGINIA TROTTER BETTS, MSN, JD, RN, FAAN,
COMMISSIONER

9-9-10
DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA-
CONTRACTOR LEGAL ENTITY NAME:	PRINCE FOOD SYSTEMS, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	74-1190948

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.

STEVE CAUDLE, CHIEF OPERATING OFFICER

PRINTED NAME AND TITLE OF SIGNATORY

08/30/10

DATE OF ATTESTATION

PERFORMANCE BOND -- Continued

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligees from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligees any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

_____ Day of _____

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligees, hereinafter called the Obligees, and in the penal sum of
Seven Hundred Thousand Dollars (\$700,000.00)

Dollar Amount of Bond: Good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligees has engaged the Principal for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

33911-10411

a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

DIET BREAKDOWNS
MTMHI
March 8, 2010

RESTRICTIONS	REGULAR	SOFT	DICED	PUREED	GROUND	TOTALS
None	93	1	6	0	0	100
Sodium	11	0	1	0	0	12
Fat, Cholesterol	12	0	3	0	0	15
Calories	18	0	0	0	0	18
Sodium, Fat	10	0	0	0	0	10
Sodium-Calorie	2	0	0	1	0	3
Fat-Calorie	11	0	3	0	0	14
Sodium-Fat-Calorie	11	0	1	0	0	12
Finger Foods	2	0	0	0	0	2
Vegetarian	1	0	0	0	0	1
High Fiber	2	0	0	0	0	2
Low Ammonia	1	0	0	0	0	1
Regular-No Concentrated Sweetens	3	0	0	0	0	3
Renal	0	0	1	0	0	1
High Protein	0	0	0	1	0	1
Double Trays	2	0	0	0	0	2
Extra Trays -MTMHI and Forensics Services Program (FSP)	11	0	1	1	1	14
TOTAL TRAYS	190	1	16	3	1	211

DIET BREAKDOWNS
MTMHI
March 8, 2010
(Continued)

MTMHI-- Additional Diets (May be requested per doctor's orders that are Calorie; Fat Restricted; High Fiber; or Bland)
Calorie; Na+ Restricted; Low Protein
Calorie; High Fiber
Finger Foods -- Calorie and Fat Restricted
Soft
Soft; High Fiber; Bland
2 gm Na+; High Fiber; Bland
Reg w/ Ground Meat
Calorie; Fat Restricted; High Fiber
Fat Restricted; Bland
Fat Restricted; High Fiber
Diced w/ Mashed Vegetables
Diced -- Finger Foods; Calories; High Protein
2 gm Na+; Low Protein; Bland
Ground w/ Pureed Meat
Gluten Free

**CATERING EVENTS AND NUMBERS
FOR FOOD MANAGEMENT SERVICES CONTRACT**

Catering Numbers below are based on Calendar Year 2009's information

RESIDENT EVENTS (2009)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Meeting Refreshments	4	4	4	4	5	4	5	4	4	5	4	3	50
Resident Birthday or Seasonal Parties	1	2	3	0	3	3	1	2	2	2	0	1	20
Trays for Class Training	0	0	3	0	0	0	0	0	0	0	0	0	3
Monthly Totals	5	6	10	4	8	7	6	6	6	7	4	4	73

STAFF EVENTS (2009)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Meeting Refreshments (outside group)	10	10	9	9	11	11	11	10	12	11	10	9	123
Lunches	1	0	0	0	0	0	0	3	0	0	0	0	4
Receptions, Recognitions	0	9	0	2	5	0	3	0	8	8	0	3	38
Employee Holiday Meals	0	0	0	0	0	0	0	0	0	0	0	6	6
Monthly Totals	11	19	9	11	16	11	14	13	20	19	10	18	171

Monthly Overall Totals	16	25	19	15	24	18	20	19	26	26	14	22	244
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Enhanced Meal Service Program (Not a Catering Event)	38	36	36	39	38	40	39	40	40	39	38	25	448
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EQUIPMENT AND FIXTURES – DIETARY SERVICES BUILDING KITCHEN

Item	Quantity	Description	Manufacturer	Model
1	7	Air Curtain Blower above Walk-In Coolers	Dynaforce, Astral Air	RACD22
2	1	Baker's Table	Fabricator	Custom
3	70	Basket Dollies, 4 Wheels		
4	2	Blast Chiller (One is Out of Service)	USECO	State Tag #s 11786 and 11787 (Out of Service)
5	1	Blender	Waring	CB15
6	1	Bowl, 20 Gallon, w/ Rolling Stand S/S	Custom	Custom
7	2	Braising Pan/Tilt Skillet	Green	HPE25-2
8	1	Combi Oven	Green	1-CO20-G, Serial # GC11851FC
9	1	Combi Oven (New)	Green	CVE-10G, Serial # J96004-7-1
10	1	Danfoss Automatic Controller (Not in Use)	Danfoss/Access	NC225SB44, Serial # 309-0008
11	1	Dish Machine, Conveyor	Hobart	FT-900, Serial # 27-314-760
12	25	Drying Rack	Aladdin	J72
13	18	Dunnage Dollies, Stainless Steel (SS)	Servcliff	DU-675
14	7	Dunnage Rack	Metro	Metro Seal
15	1	Energy Distribution System (Not Found)	AVTEC	Custom
16	1	Food Processor	Robot-Coup	R302V
17	1	Flyer System, 3-Well	Frymaster	HWEZFWN-24C
18	6	Hand Sink	By Others	By Others
19	7	Honeywell, Auto Temp Charts, Production Office (Not in Use)		
20	1	Hood – Ventilation	Duc-Aire	W-102
21	2	Hose Reel - Ceiling Mounted	T & S Brass	B-1400
22	8	Hose Reel - Wall Mounted	Reel Craft, T & S	4HK89, Serial # 089-14395-45
23	1	Ice Machine/Bin	Ice-O-Matic	W/B-9003C
24	2	Janitor's Sink (located in cleaning closet and production area)	By Others	By Others
25	1	Kettle	Green	DM40 / 35581-1994
26	1	Kettle w/ stand w/ TRS, 20 gallon	Green	TDH-20 / 35785
27	2	Late Tray Controller w/ two drop cords (Not Found)	AVTEC	K289M
28	1	Master Control Center	Nutronics	MC-7000CRFD
29	1	Mixer - Floor Model on Stand	Hobart	W80, State Tag # L47915
30	1	Varmixer	Weibull	W20

EQUIPMENT AND FIXTURES - DIETARY SERVICES BUILDING KITCHEN

(March, 2010)
(Continued)

Item	Quantity	Description	Manufacturer	Model
31	1	Mixing Bowl, Flat, Rolling	Custom	Custom
32	60	Mobile Racks	Wildner	Custom
33	3	Mobile Stands	Fabricator	Custom
34	2	Cabinets, Stainless Steel (SS)	Nutronics	Custom
35	60	Rack, Bun		
36	2	Rack, Dummage Handle		
37	18	Rack, Dummage, 2 Wheel		
38	9	Roll-in Refrigerator	McCall	1-100-2RT
39	60	Shelving	Metro	Metro Seal
40	61	Shelving, Wire		
41	1	Sink, Two Compartment w/ Disposal Area		
42	1	Sink Heater (Not Found)	HATCO	3CS-6
43	1	Slicer	Globe	3600
44	1	Soiled Dish Table	Fabricator	Custom
45	1	Three-Compartment Sink	Advance, Tabco	FC-3-2424-24RL
46	60	Transport Cart	Aladdin	J01
47	2	Tray Make-up Conveyor	AVTEC	TTB2 Elements; TTB-1916
48	2	Vertical Cutter Mixer	Hobart	11CM450
49	6	Vector Pest Control System (Bug Lights by Doors)		
50	8	Walk-in, Cooler, w/ Refrigeration System	Thermo-Kool	Custom
51	1	Walk-in, Freezer, w/ Refrigeration System	Thermo-Kool	Custom
52	1	Wash Down Station	Hydro-Chem	912
53	4	Work Table	Fabricator	Custom
54	2	Work Table w/ Drawers	Fabricator	Custom
55	1	Work Table w/ Over-Shelf	Fabricator	Custom
56	1	Work Table w/ Sink	Fabricator	Custom
57	3	Work Table w/ Trough and Sink w/ Center Over-Shelf	Fabricator	Custom
58	3	Work Table w/ Trough w/ Center Over-Shelf	Fabricator	Custom

EQUIPMENT AND FIXTURES - MTMHI KITCHEN

Item	Quantity	Description	Manufacturer	Model
1	2	Bakery Carts, Walk-in Cooler Area		
2	1	Beverage Table	Aaddin	J611
3	1	Booster Heater	Hatco	C-36
4	2	Bowl Dispenser	Seco	P/D5 series
5	1	Cart, Delivery, Medium		
6	1	Cart, Delivery, Small		
7	23	Carts, Transport, Stainless Steel (SS)	Custom	Custom
8		Catering Supplies (china, glasses, mugs)	Custom	Custom
9	1	Clean Dish Table		
10	1	Coffee Maker w/ Reservoir	Bunn	System III
11	1	Coffee Maker w/ Dispenser	Bunn	System III
12	1	Cup/ Tray Dispenser	Seco	44KB
13	1	Dish Machine	Champion	R/202D110
14	1	Dispenser, Glass	Seco	T/S/MC Series
15	2	Dispenser, Tray/Silver	Seco	UTO
16	1	Dispenser	Metro	Super. erecta
17	17	Drying Rack/Baskets	Metro	
18	2	Dunnage Racks, Walk-in Cooler Area	Metro	
19	1	Flyer	Metro	Metro-erecta
20	6	Hand Sink	Flymaster	HVMEZFWM24C
21	2	Hood	Generic	Generic
22	1	Hot Food Bag, 1-Well	Duo-Aire	W102 and W108
23	1	Hot Food Bag, 5-Well	Wells	MOD-100D
24	1	Ice Maker w/ Water Dispenser	Wells	MOD-500DM
25	1	Ice Maker w/ Dispenser	Follett	
26	2	Ingredient Bins, Mobile, Large	Cornelius	ED150
27	3	Ingredient Bins, Mobile, Small		
28	1	Kettle, Tilting, w/ Stand	Green	DH/P20
29	1	Locker, 6-Compartment		
30	1	Microwave Oven	Hobart	HM1600

EQUIPMENT AND FIXTURES - MTMIHI KITCHEN
(Continued)

Item	Quantity	Description	Manufacturer	Model
31	2	Mobile Mug Rack	Seco	R/2020MO
32	1	Oven, Convection	Seco	V4ED
33	2	Plate, Dispenser, Mobile	Vulcan	P/ME2 series
34	4	Refrigerated Display Case	Seco	Randell
35	1	Reitherm Control Panel	Randell	442500PA
36	1	Salad Server, 5- Wells, Cold Pan, Cracker Holder	Aladdin	Custom
37	3	Serving Counter	Fabricator	Custom
38	2	Shelf, Slanted	Fabricator	Custom
39	12	Shelving, Dry Storage Area	Fabricator	Custom
40	5	Shelving, Walk-in Cooler	Metro	Super-erecta
41	4	Shelving, Walk-in Freezer	Metro	Super-erecta
42	1	Sink, 3-Compartment	Metro	Super-erecta
43	1	Sink Heater (Below 3-Compartment Sink)	Fabricator	Custom
44	1	Slicer	Hobart	3CS-M5
45	1	Soiled Dish Table	Hobart	1712E
46	1	Stainless Steel Wall Panel	Fabricator	Custom
47	3	Storage Cabinets, Metal, Double-Door	Fabricator	Custom
48	1	Table, Mobile, Square		
49	1	Tea Maker / Dispenser PTD-4 Server	Bunn	PTD-4
50	3	Vector Pest Control System, Bug Light		
51	1	Walk-in Freezer / Refrigeration System	Thermo-Kool/Climate Control	Custom
52	1	Walk-in Cooler w/ Refrigeration System, Reitherm	Thermo-Kool/Climate Control	Custom
53	1	Walk-in Freezer Cooler w/ Refrigeration System	Thermo-Kool/Climate Control	Custom
54	1	Wash Down Station	T & S Brass	MV-0771-01-GW
55	2	Work Table w/ Drawer	Fabricator	Custom
56	1	Work Table w/ Over-Shelf	Fabricator	Custom
57	1	Work Table w/ Sink	Fabricator	Custom
58	1	Work Table w/ Three Drawers	Fabricator	Custom

EQUIPMENT AND FIXTURES - FORENSICS SERVICES PROGRAM KITCHEN

ITEM	QTY	DESCRIPTION	MFG.	MODEL
1.	1	Beverage Table	Aladdin	J611
2.	1	Coffee Maker System III	Bunn	2-GPR
3.	1	Hand Sink	Generic	Generic
4.	1	Refrigerator / Freezer Combo	McCall	DT1102001E
5.	2	Shelving	Metro	Super-erecta
6.	1	Tea Maker	Bunn	PTD4
7.	1	Transport Cart	Aladdin	J01

**LISTING OF RETHERMALIZATION CARTS
MIDDLE TENNESSEE MENTAL HEALTH INSTITUTE**

TAG #	ITEM	SIZE	LOCATION
H82760	Cart	24 Shelf	Dietary Services Building
H82768	Cart	24 Shelf	Dietary Services Building
H82787	Cart	16 Shelf	Dietary Services Building
H82801	Unit	1 Bay	Dietary Services Building
G10587	Unit	2 Bays	Forensics Services Program (FSP) Building
G11590	Cart	24 Shelf	Forensics Services Program (FSP) Building
G11591	Cart	24 Shelf	Forensics Services Program (FSP) Building
G11577	Cart	24 Shelf	MTMHI Central Kitchen
G11578	Cart	24 Shelf	MTMHI Central Kitchen
G11579	Cart	24 Shelf	MTMHI Central Kitchen
G11580	Cart	24 Shelf	MTMHI Central Kitchen
G11581	Cart	24 Shelf	MTMHI Central Kitchen
G11582	Cart	24 Shelf	MTMHI Central Kitchen
G11583	Cart	24 Shelf	MTMHI Central Kitchen
G11584	Cart	24 Shelf	MTMHI Central Kitchen
G11585	Cart	24 Shelf	MTMHI Central Kitchen
G11586	Cart	24 Shelf	MTMHI Central Kitchen
G11587	Cart	24 Shelf	MTMHI Central Kitchen
G11588	Cart	24 Shelf	MTMHI Central Kitchen
G11589	Cart	24 Shelf	MTMHI Central Kitchen

LISTING OF LIQUIDATED DAMAGES

ITEM NO.	CONTRACT SECTION REFERENCE	ACT CONSTITUTING BREACH	CURE PERIOD	LIQUIDATED DAMAGES PER DAY AFTER CURE PERIOD
1	Sections A.6.a.(12), (13), and (21)	Failure to maintain sanitary conditions in both the MTMHI Kitchen and the Dietary Services Building.	Two (2) days	\$1,000.00
2	Sections A.3.a. and A.6.a.(2), (3), (4), (5), (6), and (10)	Failure to adequately provide food service areas as outlined in the Scope of Services.	Two (2) days	\$500.00
3	Sections A.6.a.(8), A.6.b.(3), and A.6.a.(7)i.	Failure to send the correct meal tray and/or snack for each service recipient at a ninety-five percent (95%) accuracy rate as scored on Meal Monitoring Reports.	Three (3) days	\$500.00
4	Sections A.6.a.(17) and (18)	Failure to provide pest control and trash/garbage removal at the Dietary Services Building.	Three (3) days	\$500.00
5	Section A.6.b.(10)	Failure to score at least ninety percent (90%) on each Tennessee Quality Initiative Food Service Checklist	Five (5) days	\$500.00
6	Section A.6.a.(22)	Failure to keep enough food and supplies on hand for daily and emergency food service as outlined in the Scope of Services.	Five (5) days	\$500.00
7	Sections A.6.a.(23) and A.6.b.(11)	After a one (1) week period, failure to comply with the State's verbal or written requests in regards to policy or procedure changes for all areas of the food service operation.	Five (5) days	\$500.00
8	Sections D.14, and E.6.	Failure to maintain insurance and records as outlined in this contract.	Ten (10) days	\$500.00
9	Sections A.6.a.(14), (15), (16), and (19)	Failure to maintain the facility and equipment as required under this contract.	Fourteen (14) days	\$750.00

TENNESSEE QUALITY INITIATIVE
MTMHI FOOD SERVICE CHECK LIST

DATE: _____

REVIEWER: _____

PERSONAL HYGIENE	YES	NO
1. Employees are free from open skin lesions and any communicable infections as specified by the MTMHI Infection Control Policy.		
2. Employees have thoroughly washed their hands at appropriate times, such as before starting work or when changing tasks. Hand washing signage is posted in employee restrooms.		
3. Employees have on clean clothing, with clean aprons, appropriate hair restraints (hair nets or bonnets), and low heel, nonskid sturdy shoes.		
4. Employees have clean, closely trimmed fingernails (means no longer than the end of the finger), no fingernail polish, and no jewelry.		
<i>*All employees wear gloves while handling food and change after handling non-food items. (checked monthly at random intervals)</i>		
GENERAL SANITATION		
5. No smoking, chewing tobacco, dipping snuff, eating, drinking, or gum chewing allowed where foods are being prepared, processed, or served.		
6. Hand washing sinks have hot and cold water, soap, and disposable towels. Hand washing sinks are unobstructed, operational, clean, and stocked with soap, disposable towels, and warm water.		
7. Floors are scrubbed and sanitized daily.		
8. Garbage cans have impervious plastic liners, tight fitting lids, and are emptied, washed, and steamed daily.		
9. Outside windows and doors are closed where no screens are provided.		
10. All dumpsters/compactors are kept closed and locked, if required.		
11. Lighting, ventilation, and humidity are controlled to prevent condensation of moisture and growth of molds.		
12. Work surfaces, utensils, and equipment are cleaned and sanitized after each period of use.		
13. Refrigerators and freezers are cleaned weekly or as necessary. <i>*Including fans.</i>		
14. Freezers are defrosted as needed to ensure maximum efficiency.		
15. Thermometers are located in all refrigerators and freezers, and temperature logs are filled out daily with detailed corrective action taken.		
16. Dish machines are maintained at proper temperatures and pressure, and recorded on temperature charts three times a day.		
17. Trays, glasses, cups and silverware are checked as they are removed from the dish machine, and stored properly.		
18. Dish machines are thoroughly cleaned after each meal.		
19. Plastic ware, trays, or similar items that are chipped or cracked are discarded.		
20. Disposable containers and utensils are discarded after one use.		

TENNESSEE QUALITY INITIATIVE
MTMHI FOOD SERVICE CHECK LIST
(Continued)

FOOD QUALITY	YES	NO
21. Products are inspected for quality and quantity.		
22. Supplies are clearly labeled, dated, and stored in a safe and sanitary location, and stock properly rotated.		
23. The holding temperature of food and time are taken and recorded in a log at the beginning and end of the preparation, tray line, and service period, and/or every 2 hours during preparation, tray line, and service period, if it takes longer than 2 hours. (Hot foods are kept at 140° F or above, and cold foods are kept at 41° F or below.)		
24. All food items from the daily menu are placed on a tray, covered, and dated, and maintained at the appropriate temperature for no more than 48 hours.		
25. Utilizing thermometers, time control for safety, food is cooked or reheated to the required minimum internal temperature before placing it in a holding unit. The cooking or reheating temperatures are recorded in a temperature log each day.		
26. Separate cutting boards are used for cooked and raw foods.		
27. Acceptable leftover foods are labeled, dated, and refrigerated in shallow containers, and are served within 72 hours, or discarded.		
28. All food supplies and non-food items are clearly labeled and stored in separate areas.		
29. All foods requiring refrigeration are labeled, dated, and properly stored and handled according to "first-in, first-out" method of stock rotation.		
30. Portions are served according to menu, utilizing scales and correct serving utensils.		
31. Proper methods are used to prevent contamination in the production, storing and dispensing of ice.		
32. Ice machines are cleaned and sanitized by approved methods. Dates and times of cleaning are kept in a log.		
33. Every time the 3-compartment sink is used to sanitize utensils, dishware, and/or equipment, the sanitizer concentration is taken and recorded in a log. Corrective action is taken immediately when the concentration does not meet the guidelines for the appropriate sanitizer used and is documented on the log.		

Number of items in full compliance: _____

SCORE: (Number of items in full compliance / 33) x 100 = _____ %

AUTHORIZED MTMHI CONTACT INDIVIDUALS
MTMHI-221 Stewarts Ferry Pike, Nashville, TN 37214

NAME	TITLE	E-MAIL ADDRESS	ROOM NO.	PHONE NO.
Candace Gilligan	Chief Executive Officer	Candace.L.Gilligan@tn.gov	J166	615-902-7585
Bruce Gilmore	Asst. Superintendent of Administrative Services	Bruce.Gilmore@tn.gov	J163	615-902-7588
Mark Stanley	Director of Financial Services	Mark.Stanley@tn.gov	J139	615-902-7448
Freda Hunter	Dietary Clinical Supervisor	Freda.Hunter@tn.gov	L114	615-902-7522
Gale White	TDMHDD Food Service Director	Gale.White@tn.gov	Chatt.	423-785-3440

AUTHORIZED CONTRACTOR CONTACT INDIVIDUALS

NAME	TITLE	E-MAIL ADDRESS	ROOM NO.	PHONE NO.
STEVE CAUDLE	CHIEF OPERATING OFFICER	scaudle@princefoodsystems.com		281-568-3131

Reference made to E.21 of the Food Management Services Contract:

Individuals authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. List valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.

NOTE: MTMHI Contact List to be submitted to awarded Contractor to complete and return along with signed contract.