

CONTRACT #11
RFS # 339.17
Edison # Pending

**Department of Mental Health
and Substance Abuse Services
Memphis Mental Health
Institute**

VENDOR:
**Shelby County Healthcare
Corporation d.b.a.
Regional One Health
(formerly d.b.a. The MED)**



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
MEMPHIS MENTAL HEALTH INSTITUTE
951 Court Avenue
MEMPHIS, TENNESSEE 38103-2813
Telephone (901) 577-1800 • Fax (901) 577-1434

April 23, 2014

To: Fiscal Review Committee
Allotment Code: 339.17
Vendor: Shelby County Healthcare Corporation
d/b/a Regional One Health

Memphis Mental Health Institute (MMHI) is a 55 bed State operated psychiatric inpatient hospital in Memphis, Tennessee. It is a division of the Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS).

Memphis Mental Health Institute (MMHI) respectfully requests approval for the Shelby County Healthcare Corporation d/b/a Regional One Health (Regional One) Contract to begin in State Fiscal Year 2015. TDMHSAS has submitted a Rule Exception Request seeking permission to pursue this contract for a total of fourteen (14) years to coincide with the number of years remaining on the lease for the MMHI facility. This is a non-competitive contract to provide food services to the service recipients at MMHI as provided in the Amended and Restated Term Sheet, SBC Project No. 344/013-010-2005, October 18, 2005, which is attached Exhibit B to the overall Lease Agreement of the MMHI facility.

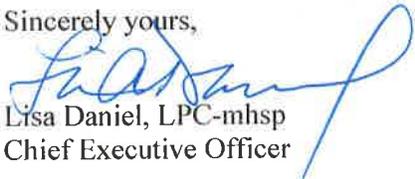
MMHI provides twenty-four (24) hours per day, seven (7) days per week inpatient psychiatric care and treatment to individuals admitted to this state facility. As part of the original design, the MMHI facility was connected by a corridor to Regional One for an efficient provision of food services delivery. Our facility does not have a food preparation area and is dependent upon Regional One for service recipient food delivery. This initiative is believed to be a more cost effective way of providing meals to patients than through in-house staffing. These services are essential to providing adequate food services to our service recipients.

The following required FRC documentation is being provided to you:

1. The completed Supplemental Documentation Required for Fiscal Review Committee form;
2. Edison printout showing expenditures for state Fiscal Year 2014 to date;
3. The Rule Exception Request that has been submitted for review and approval;
4. The completed Special Contract Request form; and
5. The proposed contract.

Your consideration of this amendment is very much appreciated. If you have any further questions about this request or need further information please contact me, Lisa Daniel, at 901-577-1802.

Sincerely yours,


Lisa Daniel, LPC-mhsp
Chief Executive Officer

LD/kmd

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Sandra Braber-Grove or Donny Hornsby	*Contact Phone:	(615) 532-6524 or (731) 228-2038		
*Presenter's name(s):	Gene Wood, Budget Director; Sandra Braber-Grove, Director, Office of Contracts and Privacy / Asst. General Counsel				
Edison Contract Number: <i>(if applicable)</i>	N/A	RFS Number: <i>(if applicable)</i>	N/A		
*Original or Proposed Contract Begin Date:	July 1, 2014	*Current or Proposed End Date:	June 30, 2028		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Mental Health and Substance Abuse Services				
*Division:	339.17 Memphis Mental Health Institute				
*Date Submitted:	April 25, 2014				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	Shelby County Healthcare Corporation d/b/a Regional One Health (formerly d/b/a The Regional Medical Center at Memphis [The MED])				
*Current or Proposed Maximum Liability:	\$8,381,600.00				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2015	FY:2016	FY:2017	FY:2018	FY2019	
\$491,000.00	\$505,700.00	\$520,800.00	\$536,400.00	\$552,500.00	
FY:2020	FY:2021	FY:2022	FY:2023	FY2024	
\$569,000.00	\$586,000.00	\$603,500.00	\$621,600.00	\$640,200.00	
FY:2025	FY:2026	FY:2027	FY:2028		
\$659,400.00	\$678,000.00	\$698,300.00	\$719,200.00		
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					

Supplemental Documentation Required for
Fiscal Review Committee

<p>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</p>			
<p>*Contract Funding Source/Amount:</p>			
State:		Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	\$8,381,600.00
<p>If “<i>other</i>” please define:</p>		TennCare Revenue	
<p>If “<i>interdepartmental</i>” please define:</p>			
<p>Dates of All Previous Amendments or Revisions: <i>(if applicable)</i></p>		<p>Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i></p>	
N/A		N/A	
<p>Method of Original Award: <i>(if applicable)</i></p>		N/A	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>These services have previously been provided by Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis [The MED] (now known as Regional One Health). The State's MMHI facility was designed without kitchen facilities and the "Amended and Restated Term Sheet" of SBC Project No. 344-013-010-2005 includes a provision wherein "The MED" (now known as Regional One Health) will provide support and ancillary services to the State's MMHI to include food services.</p>	
<p>*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</p>		<p>The State's MMHI facility was designed with the intent that it would contract with Regional One Health (formerly known as "The MED") for provision of food services. The State's MMHI facility is physically attached to Regional One Health to allow for efficient and effective delivery of physical (food services) and mental health services, benefiting both facilities. Acquiring food services from Regional One Health will likely result in a cost savings to the State.</p>	

Rule Exception Request

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

APPROVED

CHIEF PROCUREMENT OFFICER
(Required for all Rule Exception Requests)

APPROVED

COMPTROLLER OF THE TREASURY
(ONLY for applicable statutorily required approvals e.g., records, annual report and audit, or monitoring provisions)

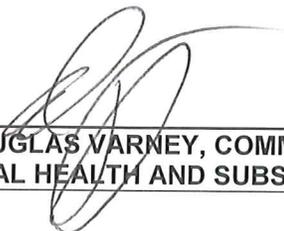
Request Tracking #	
1. Contract # (Edison ID Number)	Pending [current contract is Edison ID 6037]
2. Goods or Services Caption	Food and Nutrition Services at the State's Memphis Mental Health Institute (MMHI)
3. Contractor	Shelby County Healthcare Corporation d/b/a RegionalOne Health [Edison Vendor Number 85975]
4. Contract Period (with ALL options to extend exercised)	168 months
5. Contract Maximum Liability (with ALL options to extend exercised)	\$2,606,400.00
6. Rule(s) (for which the exception is requested) Please include citation and written explanation of Rule(s) to be excepted.	Rule 0620-3-3-.07(5) (Prohibiting a contract term greater than five (5) years)
7. Explanation of Rule Exception Requested	A total contract term of fourteen (14) years is being sought due to the fact that there is a lease agreement for a total of twenty (20) years which includes a provision that the State's MMHI will obtain food services from RegionalOne Health (the entity formerly known as "The MED"). The current contract had an approved term of six (6) years; fourteen years is the time remaining on the lease.
8. Justification	As part of SBC Project No. 344-013-010-2005, there is an "Amended and Restated Term Sheet" (Exhibit "B", Item 1. in "The Med will:", Page 2 of 6; attached) that states that "The Med" (now known as RegionalOne Health) will provide support and ancillary services to the State's MMHI to include food services. This document is executed as part of the overall lease for the State's MMHI which, as noted, has a total term of twenty (20) years with fourteen (14) years remaining.
Agency Head Signature and Date (contracting agency head or authorized signatory)	
	
E. DOUGLAS VARNEY, COMMISSIONER MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES	<div style="font-size: 2em; font-family: cursive;">4/21/14</div> DATE

EXHIBIT "B"

**Tennessee Department of Mental Health & Developmental Disabilities
Memphis Mental Health Institute Facility
SBC PROJECT NO. 344/013-010-2005
Amended and Restated Term Sheet**

In order to maintain state-operated inpatient psychiatric services in Shelby County and in consideration of the State's transfer of the current site of the Memphis Mental Health Institute (MMHI) and all State-owned or leased property associated with MMHI to Methodist Healthcare, the State of Tennessee, Methodist Healthcare, Shelby County Healthcare Authority (The Regional Medical Center at Memphis) (hereinafter referred to as the MED) and Shelby County Government agree to the following terms:

Methodist Healthcare will:

1. Purchase the current MMHI property which includes the 6.1 acres at the corner of Poplar and Dunlap and all State-owned or leased property associated with MMHI for a sum of \$12.5 million. At closing, the deed and all other transfer documents relative to the current MMHI property will be deposited with the law firm of Farris Mathews Branan Bobango Hellen & Dunlap, PLC, Methodist Healthcare's Escrow Agent and to remain with the Escrow Agent until completion of the new MMHI facility. The \$12.5 million will be deposited into the Mental Health Trust Fund for project costs, concurrent with the execution of the long-term lease between TDMHDD and UT, and upon approval of the State Building Commission (SBC).
2. Provide \$300,000 previously pledged for construction financing at closing and deposited into a Project account for the Project maintained by the University of Tennessee (UT).
3. Allow MMHI to continue occupancy of current hospital without rent while new facility is being constructed until a Certificate of Occupancy has been issued. Operation and maintenance will remain the sole responsibility of TDMHDD, along with the risk of loss.

University of Tennessee will:

1. Secure the long-term financing for the balance of the Project costs not covered by the \$12.5 million and \$300,000 Methodist Healthcare payments and \$800,000 from the MED for demolition costs plus an additional sum for site foundation work done on that portion of the prior Bowld Hospital Building land to be used by the MED for the expansion of their emergency room.
2. Set up a Project account for payment of Project costs into which the \$12.5 million from the Mental Health Trust Fund, the \$300,000 Methodist Healthcare finance cost

payments and \$800,000 from the MED for demolition costs plus an additional sum for site foundation work done on that portion of the prior Bowld Hospital Building land to be used by the MED for the expansion of their emergency room.

3. Lease the completed facility to TDMHDD for MMHI at an amount equal to the Project costs incurred by UT in excess of funds contributed by Methodist Healthcare and the MED hereunder, including the annual financing charges due to TSSBA from UT under the Second Program Financing Agreement, with respect to the new MMHI facility payable before and during the twenty (20) year period that the TSSBA Bonds are outstanding.
4. Lease to TDMHDD at no cost the parking lot located at Court and Pauline. The lease shall be long term and shall include a 24-month termination clause should UT decide to terminate the lease. UT and TDMHDD will work in good faith to identify other available parking to meet TDMHDD's needs, if UT elects to terminate the lease.
5. Convey good, clear and marketable title to the facility and the property on which the facility is located to State/TDMHDD at the end of the lease period or upon the TDMHDD's earlier payment of all amounts owing under the lease at any time during the term of the lease.

The Med will:

1. Provide support and ancillary services to MMHI to include food service, laboratory, pharmacy, radiology, laundry, and physical plant maintenance at rates mutually agreed on by both parties. Other support and ancillary services will be provided as agreed upon by the parties.
2. Enter into clinical affiliations with MMHI, including business associate agreements, in order to enhance the continuity of care for MMHI patients.
3. Continue to provide medical/surgical services to MMHI patients and bill third party payors for such services.
4. Pursue single licensing with MMHI at such time as the MED and TDMHDD both deem feasible and appropriate.
5. Allow the new MMHI hospital to physically connect to the MED for purposes of access for professional staff and patients. The cost for the connection will be included within the total project costs for the Project.
6. Provide \$800,000 towards the demolition of the Bowld and Dobbs properties plus an additional sum for site foundation work on that portion of the prior Bowld Hospital Building land to be used by the MED for the expansion of their emergency room. The

Funds shall be deposited within 90 days of the closing date into a Project account established by UT.

Shelby County Government will:

1. Subject to the approval of the Shelby County Board of Commissioners, at the closing date convey by quitclaim deed good, clear and marketable title for those portions of the Bowld property at Court Street and the Dobbs property currently owned by the Shelby County Government to the State of Tennessee for an agreed upon sum of \$220,000.
2. Grant a construction easement across property retained by the County as part of the prior Bowld Hospital Building land.

The State of Tennessee/TDMHDD/F&A/UT (as applicable) will:

1. Upon approval of the SBC, convey good, clear and marketable title at the time of closing to the current MMHI property, which includes the 6.1 acres at the corner of Poplar and Dunlap and all State-owned or leased property associated with MMHI, to Methodist Healthcare for the price of \$12.5 million. At closing, the deed and all other transfer documents relative to the current MMHI property and all State-owned or leased property associated with MMHI will be deposited with the law firm of Farris Mathews Branan Bobango Hellen & Dunlap, PLC, Methodist Healthcare's Escrow Agent and to remain with the Escrow Agent until completion of the new MMHI facility.
2. Design and construct a new MMHI facility on the sites of the Dobbs Building and a portion of the Bowld Hospital Building based upon specifications of TDMHDD and F&A Real Property Administration (F&A RPA) including the number of beds, the total and specific area square footage, and treatment and program space utilizing the MMHI prototype for standards and design specifications. Project costs and activities include, but are not limited to, the following:
 - a. Designing and constructing the new MMHI facility which meets all applicable federal, state and local codes as well as requirements of JCAHO accreditation, CMS certification, licensing agencies, program spaces desired by the U.S. Department of Justice and the AIA standards for psychiatric hospitals;
 - b. Obtaining SBC approval for the amended scope of the Project and the Project contractor;
 - c. Site preparation;
 - d. Demolition of both the Bowld Hospital and Dobbs buildings;

- e. Fixtures, furniture, and equipment; and
 - f. Any other contingencies that may occur during the design/construction of the Project.
3. Work with The Ritchie Organization (TRO) (architects), Hanscomb, Inc., (management assistance consultant) and Turner Construction (construction manager) using State-approved specifications and documents for the construction of the new-MMHI facility. F&A RPA will manage the Project for the State and work with TRO and Hanscomb, Inc., and Turner Construction during all phases of the Project development and construction.
 4. The retirement of approximately \$1 million in bond indebtedness on the Dobbs building will be included within the total Project costs. The approximately \$1 million bond indebtedness will be paid in one or more payments as required by bond counsel.
 5. TDMHDD will continue to make available to UT Health Sciences Center training/educational opportunities for its healthcare professionals in the psychiatric in-patient hospital constructed pursuant to this term sheet. TDMHDD/MMHI will work with the leadership of UT Health Sciences Center to foster training opportunities beneficial to the operation of the hospital as well as assist in the development of healthcare professionals for all Tennesseans.
 6. Lease the newly constructed facility from the University of Tennessee as the site for MMHI to provide state operated in-patient psychiatric services at an amount amortized over a period of 20 years to retire remainder debt from the construction project and any other Project costs incurred by UT in excess of funds contributed by Methodist Healthcare and the MED hereunder. During the term of the lease, TDMHDD will be responsible for all operational and maintenance costs associated with the facility.
 7. Take good, clear and marketable title to the facility and the property upon which it sits at the end of the lease period or at any time during the lease period upon TDMHDD's payment of all amounts owing under the lease.
 8. Enter into clinical affiliations with the MED; including business associate agreements, in order to enhance the continuity of care for MMHI patients.
 9. Purchase medical/surgical, support, and clinical ancillary services from the MED to include, but not be limited to, food service, laboratory, pharmacy, radiology, laundry, and physical plant maintenance, at rates mutually agreed on by both parties. Other support and ancillary services will be provided as agreed upon by the parties.

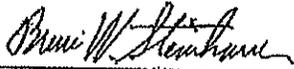
10. Pursue single licensing with the MED at such time as TDMHDD and the MED both deem feasible and appropriate.
11. Obtain a Certificate of Need from the Tennessee Health Services and Development Agency in accordance with required procedures.
12. Use its best efforts to have this Project completed on or before August 1, 2007, with turnover of the current MMHI site and associated State property on or before October 1, 2007.
13. Provide the MED with notice of demolition plans and costs. Costs attendant to the MED's additional site preparation requirements on that portion of the prior Bowld Hospital Building to be used by the MED for the expansion of their emergency room will be assumed by the MED.
14. UT, TDMHDD, and the State, acting through F&A RPA, commit to use their best legal efforts to make the payments as set forth herein and to obtain appropriation from the General Assembly to make any monetary payments as set forth herein; however, no commitment in this Agreement binds the State to make those appropriations.

Should there not be an appropriation of funds, TDMHDD will vacate the current MMHI building and the State-owned or leased property associated with MMHI. Title to the current MMHI building and the State-owned or leased land associated with MMHI shall be delivered by the Methodist Healthcare Escrow Agent to Methodist.

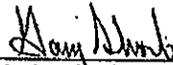
The parties understand that the terms set forth in this Amended and Restated Term Sheet, are subject to the laws of the State of Tennessee, are subject to the parties' agreement, and are contingent upon appropriate approvals from State officials, including but not limited to the State Building Commission, necessary or advisable legislation by the Tennessee General Assembly and approval of State bond counsel.

The parties further understand that this Project is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, the State of Tennessee reserves the right to terminate the Project upon written notice to Methodist and the MED. This termination shall not be deemed a breach of contract by the State of Tennessee. Upon receipt of the written notice, all work associated with the Project

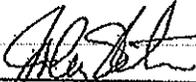
shall cease. Should such an event occur the affected parties shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.



Dr. Bruce Steinbauer
Chief Executive Officer
Shelby County Healthcare Authority/
The Regional Medical Center at Memphis



Mr. Gary Shorb
President and Chief Executive Officer
Methodist Healthcare



Dr. John D. Petersen,
President, University of Tennessee



Mayor A. C. Wharton
Shelby County, Tennessee



Commissioner Virginia Trotter Betts
Tennessee Department of
Mental Health and Developmental
Disabilities



Commissioner Dave Goetz
Tennessee Department of Finance
and Administration

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

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

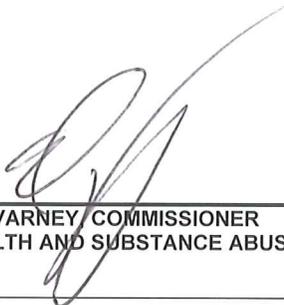
Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED	APPROVED
CHIEF PROCUREMENT OFFICER	COMPTROLLER OF THE TREASURY
DATE	DATE

Request Tracking #	-
1. Contracting Agency	Department of Mental Health and Substance Abuse Services
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Sandra Braber-Grove; (615) 532-6520 or sandra.braber-grove@tn.gov
4. Brief Goods or Services Caption	Food and Nutrition Services at the State's Memphis Mental Health Institute (MMHI)
5. Description of the Goods or Services to be Acquired	Meals and/or catering for service recipients at the State's MMHI
6. Proposed Contractor	Shelby County Healthcare Corporation d/b/a Regional One Health (formerly d/b/a The Regional Medical Center at Memphis [The MED])
7. Name and Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	Shelby County Healthcare Corporation d/b/a Regional One Health; 877 Jefferson Avenue; Memphis, TN 38103

Request Tracking #	-
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	168 months
9. Office for Information Resources Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 8,381,600.00
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	The State's MMHI is a 55-bed inpatient psychiatric facility. The estimate of expected costs is based on full capacity maximum costs for floor stock, costs of meals, and catering. There are initial costs with a provision for increase based on the Consumer Price Index (CPI), but not more than three percent (3%) per year.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	The State's MMHI facility was designed with the intent that it would contract with Regional One Health (formerly known as "The MED") for provision of food services. The State's MMHI facility is physically attached to Regional One Health to allow for efficient and effective delivery of physical (food services) and mental health services, benefiting both facilities. Acquiring food services from Regional One Health will likely result in a cost savings to the State.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	The Contractor and staff at the State's MMHI have quarterly meetings. Projected costs and price increases were discussed during the April 16, 2014 meeting.

Request Tracking #	-
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	The State's MMHI facility was designed without kitchen facilities and the "Amended and Restated Term Sheet" of SBC Project No. 344-013-010-2005 includes a provision wherein "The MED" (now known as Regional One Health) will provide support and ancillary services to the State's MMHI to include food services. The term of the overall lease for the MMHI facility is twenty (20) years.
19. Proposed contract impact on current State operations	There will be no change in current State operations with this contract.
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	The "Amended and Restated Term Sheet" of SBC Project No. 344-013-010-2005 includes a provision wherein "The MED" (now known as Regional One Health) will provide support and ancillary services to the State's MMHI to include food services. The term of the overall lease for the MMHI facility is twenty (20) years.
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	See response to Question 18.
26. Evidence of Contractor's experience and length of experience providing the goods or services to be procured.	The Contractor has been in the healthcare industry since 1829, over 180 years. For most of that time, the Contractor has also been providing food services to its patients. The Contractor has been providing food services to the State's MMHI facility since its beginning at its current location (see SBG Project No. 344-013-010-2005).
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: Non-Competitive Contract Name/Address: Shelby County Healthcare Corporation d/b/a Regional One Health; 877 Jefferson Avenue; Memphis, TN 38103

Request Tracking #	-
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	The State's MMHI facility was designed without kitchen facilities and the "Amended and Restated Term Sheet" of SBC Project No. 344-013-010-2005 includes a provision wherein "The MED" (now known as Regional One Health) will provide support and ancillary services to the State's MMHI to include food services. The term of the overall lease for the MMHI facility is twenty (20) years.
Signature Required for all Special Contract Requests	
<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 circumstances.</i></p> <p>Signature:  Date: 4/25/14</p> <hr/> <p>E. DOUGLAS VARNEY / COMMISSIONER MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</p>	

**CONTRACT**

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2014	End Date June 30, 2019	Agency Tracking # Not Applicable	Edison Record ID		
Contractor Legal Entity Name Shelby County HealthCare Corporation d/b/a Regional One Health (formerly d/b/a The Regional Medical Center at Memphis [aka "The MED"])			Edison Vendor ID 85975		
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA # Not Applicable			
Service Caption (one line only) Food and Nutrition Services at the State's Memphis Mental Health Institute					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015				\$491,000.00	\$491,000.00
2016				\$505,730.00	\$505,730.00
2017				\$520,902.00	\$520,902.00
2018				\$536,529.00	\$536,529.00
2019				\$552,625.00	\$552,625.00
TOTAL:				\$2,606,786.00	\$2,606,786.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GU</i>	
Speed Chart (optional)		Account Code (optional)			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
SHELBY COUNTY HEALTHCARE CORPORATION
D/B/A REGIONAL ONE HEALTH**

This Contract, by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" and Shelby County Healthcare Corporation d/b/a Regional One Health (formerly d/b/a The Regional Medical Center at Memphis [aka "The MED"]), hereinafter referred to as the "Contractor," is for the provision of Food and Nutrition Services at the State's Memphis Mental Health Institute (hereinafter State's Facility), as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 85975

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. CONTRACTOR RESPONSIBILITIES:

- a. The Contractor shall provide daily meal service to all service recipients at the State's Memphis Mental Health Institute (MMHI; hereinafter State's Facility). Daily meal service includes at least three (3) meals and an evening snack for each State's Facility's service recipient as planned by the State's Registered Dietitian. For each State's Facility's service recipient with increased nutritional needs, additional food and snacks shall be provided, at no additional cost, as determined by the State's Registered Dietitian and ordered by that State's Facility's service recipient's Physician and sent to the Contractor on the MMHI Diet Order Slip (Attachment 01). The Contractor shall be responsible for aspects of this food and nutrition service including, but not limited to providing adequate labor, snacks, storage, and equipment to fulfill the provisions of this Contract. Oral supplements and/or formulary products shall not be a part of this Contract.
- b. The Contractor shall develop a seasonal fourteen (14) day master menu incorporating food preferences from the State's Facility's service recipients. A written copy of the menu shall be provided to the State for final written approval by the State's Registered Dietitian before implementation. Any changes or substitutions made by the Contractor shall be approved, in writing, by the State. The master menu shall be revised as needed to provide a variety of meals to the State's Facility's service recipients.
- c. The Contractor shall provide to the State a Nutritional Analysis Report for each day of a seasonal menu cycle and any menu revisions. The nutrient content of the regular diet menu shall be approximately thirty percent (30%) fat, between fifteen to twenty percent (15%-20%) protein, and between fifty to fifty-five percent (50%-55%) carbohydrates.
- d. The Contractor shall prepare all types of food, snacks, and beverage products, including texture and ingredient modifications, and portion adjustments for all State's Facility's service recipients according to their Physician prescribed diet orders. The Academy of Nutrition and Dietetics On-line Nutrition Care Manual shall serve as the reference for all diets served to the State's Facility's service recipients.
- e. The Contractor shall be compensated for daily meal service, as described in Section A.2.a., to the State's Facility's service recipients based on an actual count of the number of State's Facility's service recipients physically present on the State's Facility's nursing units at 12:00 a.m., which is referred to as the Resident Day Count (see Sections C.3. and A.3.a.). All additional meals and snacks, as determined by the State's Registered Dietitian and ordered by the State's Facility's service recipient's Physician, shall be

served at no extra cost to the State above those costs outlined in Section C.3. for State's Facility's service recipients who have been included in the Resident Day Count. Additional meal trays sent because of Contractor error shall be served at no additional cost to the State.

- f. The Contractor shall prepare State's Facility's service recipient meal trays and State's Facility's service recipient meal tray tickets based on the daily MMHI Dietary Meal Census Sheet (Attachment 02) and State's Facility's service recipient labels prepared and delivered, to the Contractor's diet office, by a member of the State's Facility's nursing staff at 5:00 A.M. every morning. The MMHI Dietary Meal Census Sheet (Attachment 02) shall include the following information: 1) the date; 2) the State's Facility's service recipient's name; 3) diet type; 4) food allergies; and 5) any special instructions or notes. The State's Facility's service recipient meal tray ticket labels shall include the following information: 1) the State's Facility's service recipient's name; 2) diet order; and 3) the State's Facility's nursing unit assignment.
- g. The Contractor shall send bulk snacks for each of the State's Facility's nursing units as ordered on the Contractor's Floor Stock Order Form (MMHI Bulk Snacks and Sack Meals Order Form, Attachment 03). All snacks shall be labeled with the name of the item and use-by date. Physician-ordered nourishments shall be labeled with: 1) the State's Facility's service recipient's name; 2) the State's Facility's service recipient unit number; 3) date; and 4) use-by date and sent to the State's Facility's nursing units according to the established delivery schedule (MMHI Meal/Snack Delivery Schedule, Attachment 04).
- h. The Contractor shall provide trained staff to check the accuracy of meal trays and all deliveries before delivery to the State's Facility's nursing units and any of the State's Facility's events. The Contractor shall take appropriate action to correct any meal and/or snack food inaccuracies. Upon request, the Contractor shall provide the State a written copy of the Contractor's training schedule and any related information as it pertains to the staff training or competency.
- i. The Contractor shall provide a meal tray system that meets the State's and the licensing rules for providing safe food. The tray systems shall include an adequate number of trays and delivery carts with at least two (2) cabinet style delivery carts, one (1) for each of the State's Facility's nursing units, with the capacity to hold the number of tray and food supply needs for each of the State's Facility's nursing units.
- j. The Contractor shall provide all single-use, disposable items required for the meal tray system and provision of snacks, such as tray inserts, cups, napkins, labels, brown paper bags, and plastic ware.
- k. The Contractor shall develop production, delivery, pick-up, clean up, sanitation, and service schedules for all food service areas in accordance with the State's food service needs, keep schedules on file, and provide these schedules upon request of the State. The Contractor shall deliver meals, snacks, and catering requests on a timely basis. Meals shall be available for service to each State's Facility's service recipient as outlined on the MMHI Meal/Snack Delivery Schedule (Attachment 04) and snacks shall be available as described in Section A.2.g. Any catering requests shall be fulfilled as agreed upon by the parties and as described in Section A.2.p.
- l. The Contractor shall institute a Hazard Analysis Critical Control Point Plan (HACCPP) 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 HACCPP when any changes are made to the master menu and provide a copy of the HACCPP upon request of the State. The Contractor shall develop written procedures for record keeping and documentation for all aspects of this food service Contract and provide a copy upon request of the State.

- m. The Contractor shall ensure that all food and beverages are correctly handled to keep them safe from all potential hazards and shall be responsible for any negligence and/or food spoilage caused by mishandled food or beverage items, such as meal trays, snacks, or catered food. The meal tray delivery carts shall be handled in a manner that meets all federal and state privacy and confidentiality laws and regulations (Health Insurance Portability and Accountability Act (HIPAA)-compliant manner) to the agreed upon drop-off/pick-up area at the State's Facility. The actual distribution of the trays, snacks, and any extra food and nutrition products shall be a State function and responsibility.
- n. The Contractor shall retrieve, approximately one (1) hour after each meal, the meal trays and delivery carts from the agreed upon drop-off/pick-up areas. The Contractor shall clean, rinse, and sanitize all trays and food delivery equipment after use.
- o. The Contractor shall develop and provide to the State a written three (3)-day emergency menu with a detailed contingency plan for all possible emergencies. The Contractor shall maintain an inventory of non-perishable items that would allow for up to three (3) days of meal service during an emergency. Each non-perishable item should be appropriately labeled with the date of receipt and rotated on a First-In, First-Out (FIFO) method of stock rotation to prevent the product from being kept beyond its expiration date.
- p. Upon written request by the State's Facility's Representative, the Contractor shall provide facility sponsored catering services or special function meals at an additional cost as set forth in Section C.3. These services may include, but are not limited to breakfast, lunch, or snacks for meetings, receptions, and facility special events, such as employee holiday meals. The Contractor shall be responsible for all aspects of this service. Further, the Contractor shall maintain an adequate supply of non-disposable and disposable dish and service ware to provide requested catering services as outlined in Section C.3.
- q. The Contractor shall provide eight (8) sack lunch meals daily on Sunday through Thursday, and twelve (12) sack lunch meals daily on Friday and Saturday, to the State's Facility's Admission's Office. The Contractor shall be compensated for these boxed meals as set forth in Section C.3. The number of sack lunch meals may be modified at any time based on the needs of the State's Facility. Any additional sack lunch meals must be approved in writing by the State's Facility's Chief Executive Officer, and the number of additional sack lunch meals must be provided in writing to the Contractor. Each sack lunch meal shall be labeled with: 1) the name of the contents; 2) date of preparation; and 3) date and time when it must be discarded.
- r. The Contractor shall comply with the standards of The Joint Commission and other accrediting or certifying bodies from whom the State may seek credentials or accreditation, as those standards relate to food and dietetic services and appropriate program standards. The Contractor shall also comply with the laws, rules, and regulations of the State and any other laws, rules, and regulations that can reasonably be interpreted as being applicable. The Contractor shall also abide by the State's performance improvement, infection control, inspection reports, safety, and customer satisfaction plans. Upon request, the Contractor shall be available to participate in meetings with facility staff; and/or accrediting, licensing, and/or certifying agencies to address any requests for information pertaining to the provisions of this food services Contract. The Contractor shall provide the State with documentation of satisfactory performance under Joint Commission standards, State of Tennessee Department of Health restaurant inspections, and/or other licensing agencies' inspections and/or surveys.
- s. Upon reasonable notice, the Contractor shall permit the State, or its appointed representatives, access to the Contractor's employees, agents, subcontractors or consultants who perform any work in connection with any services 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 of and under this Contract to ensure compliance with this Contract or to investigate any complaints reported to the State.

A.3. STATE RESPONSIBILITIES:

- a. The State shall, for billing purposes, forward the daily Resident Day Count to the Contractor by 9:00 A.M. each Monday (Tuesday if Monday is a State holiday) for the prior week defined as Saturday through Friday.
- b. The State shall send to the Contractor by 5:00 A.M. each day a completed MMHI Dietary Meal Census Sheet (Attachment 02) and the State's Facility's service recipient meal tray ticket labels for each of the State's Facility's nursing units. (See also Section A.2.f.)
- c. The State shall send to the Contractor's Diet Office a completed MMHI Diet Order Slip (Attachment 01) for each new State's Facility's service recipient admission for the following purposes: 1) to request a meal tray; 2) to alter a diet order; and/or 3) to communicate any food allergies, intolerances, sensitivities, or special requests such as personal, cultural, or religious food preferences. (See also Section A.2.a.)
- d. The State Facility's Nurse Administrative Staff shall use the MMHI Food Service Complaint Form (Attachment 05) to report any food service complaints. The completed form shall be sent to the Contractor, the State's Facility's Nurse Executive, and the State's Food Service Director. If available, a photograph of the food complaint should be attached to and sent with the complaint form (Attachment 05).
- e. The State Department's Food Service Director shall review, approve, and recommend any changes to the master menu, conduct meetings, and quality improvement activities, such as meal monitoring, and keep on file all menus, reports, and documentation that pertains to this Contract. The State shall post a copy of each week's menu on each of the State's Facility's Nursing Units in a place accessible to the State's Facility's service recipients.
- f. The State shall ensure that the meal trays, snacks, and any other food or beverage items are distributed in a timely manner to comply with food temperature and quality standards. The State shall retrieve all trays, dishware, and any other food or meal containers or supplies and place in the delivery cart prior to the Contractor pick-up. (See also Sections A.2.m. and A.2.n.)
- g. The State facility's Security Staff shall receive Admission's sack lunch meals from the Contractor's staff and then immediately store the meals in the Admission Unit's refrigerator. The facility's Admission Unit Staff shall manage the storage and shelf-life of the sack meals by discarding them after three (3) days of receipt or by the use-by date printed on the label, whichever comes first. As noted in Section A.2.q., the number of sack lunch meals may be modified at any time based on the needs of the State's Facility. Any additional sack lunch meals must be approved in writing by the State's Facility's Chief Executive Officer, and the number of additional sack lunch meals must be provided in writing to the Contractor. (See also Section A.2.q.)

A.4. MUTUAL RESPONSIBILITIES OF STATE AND CONTRACTOR:

- a. The State and the Contractor shall meet, at least on a quarterly basis, to establish delivery schedules, create food service policy and procedures, address any issues or complaints, and/or resolve any conflicts to ensure customer satisfaction. For all meetings held, the State shall prepare and maintain a written summary for documentation purposes.
- b. In the event a modification to or deviation from Attachments 01 through 05 is needed, any modifications and/or deviations to Attachments 01 through 05 shall be accomplished

through written agreement and/or as an outcome of discussions at one of the Quarterly Food Services meetings described in Section A.4.a.

- c. In the event of any problems related to the performance of this Contract, the Contractor shall work with staff of the State's Facility to meet the needs of both the State and the State's Facility's service recipients and work with the State to resolve any such problems to the satisfaction of the State.
- d. In the event a change in the food services contractor becomes necessary, the Contractor shall work with the State and other necessary parties to ensure a smooth transition from one contractor to another contractor.

B. CONTRACT PERIOD:

- B.1. This Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2019. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- 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 five (5) years and a total contract period of no more than fourteen (14) years, provided that such an extension of the contract period is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided 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 Two Million Six Hundred Six Thousand Seven Hundred Eighty-Six Dollars (\$2,606,786.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

- (1) For service performed from July 1, 2014, through June 30, 2015, the following rates in Column One (1) shall apply. Rates in Columns Two through Five (2-5) are the maximum amounts using the three percent (3%) increase discussed in Sections C.3.b.(2) through C.3.b.(5), they are not intended to be actual costs:

Service Description	Amount (per compensable increment)				
	July 1, 2014 to June 30, 2015	July 1, 2015 to June 30, 2016	July 1, 2016 to June 30, 2017	July 1, 2017 to June 30, 2018	July 1, 2018 to June 30, 2019
Cost of Meals per Resident Day (See Section A.2.e.)	\$20.20 per service recipient per Resident Day	\$20.81 per service recipient per Resident Day	\$21.43 per service recipient per Resident Day	\$22.07 per service recipient per Resident Day	\$22.73 per service recipient per Resident Day
Floor Stock (See Section A.2.g.)	not to exceed \$3,570.00 per month	not to exceed \$3,677.00 per month	not to exceed \$3,787.00 per month	not to exceed \$3,901.00 per month	not to exceed \$4,018.00 per month
Nourishments (Sandwich, Milk or Juice) (See Section C.3.f.)	\$2.55 per person	\$2.63 per person	\$2.71 per person	\$2.79 per person	\$2.87 per person
Sack Lunch Meals (See Sections A.2.q., A.3.g., and C.3.e.)	\$3.57 per person	\$3.68 per person	\$3.79 per person	\$3.90 per person	\$4.02 per person
Catered Hot Meal Plate (See Sections A.2.p., C.3.f., and C.3.g.)	\$12.75 per person	\$13.13 per person	\$13.52 per person	\$13.92 per person	\$14.34 per person
Catered Punch (See Sections A.2.p. and C.3.d.)	\$1.53 per person	\$1.57 per person	\$1.62 per person	\$1.67 per person	\$1.72 per person
Catered Danish or Muffin Tray (See Sections A.2.p. and C.3.d.)	\$1.58 per person	\$1.63 per person	\$1.68 per person	\$1.73 per person	\$1.78 per person
Catered Cheese and Cracker Tray (See Sections A.2.p. and C.3.d.)	\$35.70 small (10-16 people) \$45.90 large (18-24 people)	\$36.77 small (10-16 people) \$47.28 large (18-24 people)	\$37.87 small (10-16 people) \$48.70 large (18-24 people)	\$39.00 small (10-16 people) \$50.16 large (18-24 people)	\$40.17 small (10-16 people) \$51.66 large (18-24 people)
Catered Cookie Tray (See Sections A.2.p. and C.3.d.)	\$1.53 per person	\$1.57 per person	\$1.62 per person	\$1.67 per person	\$1.72 per person
Catered Brownie Tray (See Sections A.2.p. and C.3.d.)	\$2.58 per person	\$2.66 per person	\$2.74 per person	\$2.82 per person	\$2.90 per person
Catered Fruit and Vegetable Tray (See Sections A.2.p. and C.3.d.)	\$35.70 small (10-16 people) \$45.90 large (18-24 people)	\$36.77 small (10-16 people) \$47.28 large (18-24 people)	\$37.87 small (10-16 people) \$48.70 large (18-24 people)	\$39.00 small (10-16 people) \$50.16 large (18-24 people)	\$40.17 small (10-16 people) \$51.66 large (18-24 people)
Catered Birthday or Special Occasion Cake (See Sections A.2.p. and C.3.d.)	\$45.90 half sheet cake \$81.60 whole sheet cake \$15.30 Angel Food cake	\$47.28 half sheet cake \$84.05 whole sheet cake \$15.76 Angel Food cake	\$48.70 half sheet cake \$86.57 whole sheet cake \$16.23 Angel Food cake	\$50.16 half sheet cake \$89.17 whole sheet cake \$16.72 Angel Food cake	\$51.66 half sheet cake \$91.84 whole sheet cake \$17.22 Angel Food cake
TOTALS: (See Section C.3.c.)	\$491,000.00	\$505,730.00	\$520,902.00	\$536,529.00	\$552,625.00

- (2) For service performed from July 1, 2015, through June 30, 2016, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100 published by the United States Department of Labor, Bureau of Labor Statistics in **Month & Year (just before prior period end month)** and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (3) For service performed from July 1, 2016, through June 30, 2017, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100 published by the United States Department of Labor, Bureau of Labor Statistics in **Month & Year (just before prior period end month)** and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (4) For service performed from July 1, 2017, through June 30, 2018, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100 published by the United States Department of Labor, Bureau of Labor Statistics in **Month & Year (just before prior period end month)** and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (5) For service performed from July 1, 2018, through June 30, 2019, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100 published by the United States Department of Labor, Bureau of Labor Statistics in **Month & Year (just before prior period end month)** and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- c. Totals are calculated based on historical data of ordered services and projected Average Daily Census (ADC) of the State's facility.
- d. Arrangements for all catering services shall be agreed to in writing by both parties prior to preparation and shall be specific as to serving sizes requested, such as number of ounces and/or number of pieces of meat. The cost for each catered service shall be as indicated in Section C.3.b. and include the cost for providing beverages (except punch), condiments, paper and plastic supplies, and labor.
- e. Each Sack Lunch Meal shall be prepared according to the regular diet guidelines and shall have a shelf-life of at least three (3) days. (See Sections A.2.q. and A.3.g.)
- f. Nourishments shall include a sandwich and milk or juice. There is a limit of twenty (20) nourishments per day and must be accompanied by a State's Facility's physician's order. Any additional Nourishment requested shall be approved, in writing, by the State's Facility's Chief Executive Officer and floor stock should be adjusted accordingly.
- g. The hot meal plate shall include a meat, vegetable, starch, bread, beverage, and dessert. The Contractor shall offer a choice of three (3) different menu options at one (1) price point and a vegetarian option shall be available.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Mental Health and Substance Abuse Services
 Memphis Mental Health Institute
 Attn: Fiscal Services
 11100 Old Highway 64 W
 Bolivar, TN 38008

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Mental Health and Substance Abuse Services; Memphis Mental Health Institute
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, e-mail, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

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

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

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

Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

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

consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. 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.9. 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.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

The State:

Donny Hornsby, Psychiatric Hospital Fiscal Manager
 Tennessee Department of Mental Health and Substance Abuse Services
 Memphis Mental Health Institute c/o Western Mental Health Institute
 11100 Old Highway 64 W
 Bolivar, TN 38008
 Donny.Hornsby@tn.gov
 Telephone #: (731) 228-2038
 FAX #: (731) 658-9822

The Contractor:

David Edwards, Director Food Services
 Shelby County Healthcare Corporation d/b/a Regional One Health
 877 Jefferson Avenue
 Memphis, TN 38103
 daedwards@regionalonehealth.org
 Telephone #: (901) 545-7673
 FAX #: (901) 545-6775

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. 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.5. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

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

- E.6. Rule 2 Compliance. The State and 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. 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. 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.7. 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 pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.11. 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.12. Professional Practice. The Contractor shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Contractor's personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Contract.
- E.13. 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).

IN WITNESS WHEREOF,

SHELBY COUNTY HEALTHCARE CORPORATION D/B/A REGIONAL ONE HEALTH:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

E. DOUGLAS VARNEY, COMMISSIONER

DATE

MMHI DIET ORDER SLIP

PATIENT'S NUTRITION PROFILE

Diet Office Fax: 901-515-9441

Diet Office Phone: 901-545-7918

Instructions: Complete form by circling choices and/or writing in patient's information, then fax it to Diet Office.

DATE: _____ **UNIT:** 3-NORTH 3-SOUTH

MEAL DELIVERY: BREAKFAST LUNCH DINNER ALL MEALS

NAME: _____
(Place name label here)

DIET ORDER:

Regular Heart-Healthy (AHA) Consistent CHO (CCD)
Renal No-Added Salt (NAS) Low Sodium (2 gm Na)
High Calorie/High Protein OTHER: _____

Mech Soft (Dysphagia 3) Soft (Dysphagia 2) Puree (Dysphagia 1)
Cut Diced/Chopped Ground Pureed Clear Liquid Full Liquid

FOOD ALLERGY: YES NO **FOOD INTOLERANCE:** YES NO

SPECIAL REQUEST: YES NO

SIGNATURE: RN RD _____

MNHII Dietary Meal Census Sheet				
			DATE	
			FLOOR/UNIT	
			Prepared by	
			CENSUS	
	Patient Name	Diet Type	Food Allergy	Special Instruction/Notes
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
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21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Signature _____

2/20/2014

MMHI BULK SNACKS AND SACK MEALS ORDER FORM

ORDER DATE: _____ DATE OF RECEIPT: _____

ORDERED BY: _____ RECEIVED BY: _____

NURSING UNITS BULK SNACKS									
ITEMS	PACK SIZE	3 NORTH			3 SOUTH			UNIT PRICE	TOTAL ITEM COST
		PAR LEVEL	QUANTITY		PAR LEVEL	QUANTITY			
			ORDERED	RECEIVED		ORDERED	RECEIVED		
<i>JUICE</i>									
Apple	pc-each	5			5			\$ 0.18	\$
Cranberry	pc-each	5			5			\$ 0.17	\$
Orange	pc-each	20			20			\$ 0.18	\$
<i>MILK</i>									
Skim	1/2 pint	5			5			\$ 0.30	\$
2%	1/2 pint	25			25			\$ 0.31	\$
<i>CRACKERS</i>									
Peanut Butter Crackers	each	36			36			\$ 0.29	\$
Unsalted Saltine Crackers	each	20			20			\$ 0.28	\$
<i>RTE CEREAL</i>									
Raisin Bran	each	20			20			\$ 0.28	\$
Rice Krispies	each	10			10			\$ 0.28	\$
<i>SOUP</i>									
Chicken Noodle	8 oz can	3			3			\$ 0.84	\$
Low Sodium Tomato	8 oz can	5			5			\$ 0.86	\$
Vegetable	8 oz can	2			2			\$ 0.88	\$
<i>FROZEN ITEMS</i>									
Popsicles/ Italian Ice	each	1			1			\$0.60	\$
SUBTOTAL FLOOR STOCK ORDER COST									\$
ADMISSION UNIT SACK MEALS									
SCHEDULE	PACK SIZE	PAR LEVEL	QUANTITY		UNIT PRICE	TOTAL ITEM COST			
			ORDERED	RECEIVED					
Sunday-Thursday	bag	8			\$ 3.95	\$			
Friday - Saturday	bag	12			\$ 3.95	\$			
SUBTOTAL SACK MEALS ORDER COST						\$			
TOTAL ORDER COST									\$ -

Note: The bulk snack's unit prices are determined by Morrison's Food Service Co. at The Med and par stock levels are determined by MMHI Nursing Administration.
Morrison's/MMHI 2-14

MMHI MEAL/SNACK DELIVERY SCHEDULE

DAILY				
TIME:	7:00 - 7:15 A.M.	11:00 - 11:00 A.M.	2:00 - 2:30 P.M.	4:15 - 4:30 P.M.
MEAL/ SNACK:	BREAKFAST	LUNCH	FLOOR STOCK & ADMISSION SACK MEALS	DINNER & NOURISHMENTS

MMHI FOOD SERVICE COMPLAINT

INSTRUCTIONS:

1. Complete this form to report all food service complaints that occur on the same date.
2. Send it by email to the following email addresses:
 Nurse Executive's Office: Wanda.R.Johnson@tn.gov
 Infection Control Nurse: Susan.Murley@tn.gov
 Dietitian: Gale.White@tn.gov
3. Keep a sample of the food/beverage item involved in the complaint by wrapping the sample tightly with plastic wrap, then label with name of item, date, & time and place in a freezer until needed.

PERSON REPORTING C/O: _____ DATE: _____

DESCRIBE THE NATURE OF THE PROBLEM:

DESCRIBE DETAILS OF THE PROBLEM:

DATE	MEAL TIME	FOODS INVOLVED	SOURCE: MEAL TRAY, SNACK, OTHER?	IF AVAILABLE, FOOD'S USE-BY DATE?	SAMPLE KEPT? YES/NO

FOOD SERVICE RESPONSE

INSTRUCTIONS: Address any complaints submitted & email the completed response/plan of corrective action to the three email addresses given above.

PERSON RESPONDING TO C/O: _____ DATE: _____