

CONTRACT #2
RFS # 339.17-960
FA # 09-25855
Edison # 6037

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

VENDOR:
**Shelby County Healthcare
Corporation d.b.a. The Regional
Medical Center at Memphis
(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 15, 2013

To: Fiscal Review Committee
Allotment Code: 339.17
Vendor: Shelby County Healthcare Corporation
d/b/a The Regional Medical Center at Memphis
Contract #: GU-09-25855-00

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

Memphis Mental Health Institute (MMHI) respectfully requests approval for the continuation of the Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (The Med) Contract Amendment 05 for Fiscal Year 2014. MMHI has been granted a Rule Exception to amend the contract for a sixth year. This is a non-competitive contract to provide food services to the patients 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 MMHI.

MMHI provides twenty-four (24) hours per day, seven (7) days per week care and treatment of psychiatric patients admitted to this state facility. As part of the original design, MMHI was connected by a tunnel to The Med for an efficient provision of food services delivery. Our facility does not have a food preparation area and is dependent upon The Med for patient 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 patients.

The following required FRC documentation is being provided to you:

1. Non-Competitive Amendment Request
2. Fiscal Review Committee (FRC) Supplemental
3. Edison FRC Supplemental Support Documentation
4. Approved/Executed Amendment #4 and Contract Summary Sheet
5. Approved Rule Exception Request to seek an Amendment #5 for this contract
6. Proposed Amendment #5.

Per an email of Friday, April 12, 2013 from Ms. Leni S. Chick, the previously submitted documentation for this contract (the Original through Amendment #3) is not being submitted.

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		
*Original Contract Number:	GU-09-25855-00	*Original RFS Number:	33917-960		
Edison Contract Number: <i>(if applicable)</i>	6037	Edison RFS Number: <i>(if applicable)</i>	33917-960		
*Original Contract Begin Date:	July 1, 2008	*Current End Date:	June 30, 2013		
Current Request Amendment Number: <i>(if applicable)</i>	Five (5)				
Proposed Amendment Effective Date: <i>(if applicable)</i>	July 1, 2013				
*Department Submitting:	Department of Mental Health and Substance Abuse Services				
*Division:	Memphis Mental Health Institute (MMHI)				
*Date Submitted:	April 19, 2013				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)				
*Current Maximum Liability:	\$2,114,957.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2009	FY:2010	FY:2011	FY:2012	FY2013	FY
\$473,121	\$473,121	\$271,455	\$442,000	\$455,260	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2009	FY:2010	FY:2011	FY:2012	FY2013	FY
\$319,716.23	\$447,834.55	\$435,148.93	\$308,619.32 **5 months were accrued and paid during FY2013	\$442,633.39 thru 4/11/13	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			During previous fiscal years the total funding allocated was not spent due to an over-estimation of meals needed; surplus funds were carried forward each fiscal year		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			The total contract allocation for all fiscal years was \$2,114,957.00 less actual expenses of \$1,953,952.42 and expected expenses for the remainder of FY2013 of \$105,000= \$56,004.58 surplus funds. These surplus funds will be exhausted during FY2014.		

Supplemental Documentation Required for
Fiscal Review Committee

IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		No Contract Expenditures exceeded Contract Allocations	
*Contract Funding Source/Amount:	State:		Federal:
Interdepartmental:			<i>Other:</i> \$2,114,957.00
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>	
Amendment #1 July 1, 2008 – June 30, 2010		To extend the term, add dollars and revise payment methodology.	
Amendment #2 July 1, 2008 – June 30, 2011		To extend the term, add dollars and revise payment methodology.	
Amendment #3 July 1, 2008 – June 30, 2012		To extend the term, add dollars and revise payment methodology.	
Amendment #4 July 1, 2008 – June 30, 2013		To extend the term, add dollars and revise payment methodology.	
Method of Original Award: <i>(if applicable)</i>		Non-Competitive Contract Request	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$2,114,957.00	

Supplemental Documentation Required for
Fiscal Review Committee

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

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

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

Deliverable description:	FY:	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 a result of an approved Non-Competitive Contract Request and SBC Project No. 344/013-010-2005. The Department has received approval to seek a sixth year for the contract and add necessary funds. 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 a result of an approved Non-Competitive Contract Request and SBC Project No. 344/013-010-2005. The Department has received approval to seek a sixth year for the contract and add necessary funds. 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:

TN_PU_CN021 - Payments against a Contract

Edison Contract ID: 6037

Fiscal Year: 2013

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003311	00005731	7998-C	8/13/2012	2013
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003311	00005734	7941-C	8/13/2012	2013
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003311	00005738	7955-C	8/13/2012	2013
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003311	00005748	7984-C	8/13/2012	2013
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003311	00005749	7970-C	8/13/2012	2013
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003833	00006640	8084-C	1/18/2013	2013
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003875	00006712	8027-C	1/30/2013	2013
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003877	00006714	8070-C	1/30/2013	2013
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000004013	00006950	8116-C	3/13/2013	2013
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000004105	00007083	8041-C	4/10/2013	2013
33917	135.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000004106	00007084	8056-C	4/10/2013	2013
33917	307.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	0000010449	00006002	8013-C	10/1/2012	2013
33917	635.350	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003921	00006754	8099-C	2/8/2013	2013
33917	1750.000	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003878	00006715	8084-C1	1/30/2013	2013
33917	30085.670	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003876	00006713	8070	2/4/2013	2013
33917	32035.380	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003311	00005733	7941	8/16/2012	2013
33917	32353.320	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000004012	00006949	8116	3/15/2013	2013
33917	32421.340	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003832	00006637	8084	1/25/2013	2013
33917	32854.320	00000000000000000006037	000085975	Regional Medical Center At Memphis	SGU	000003311	00005730	7998	8/16/2012	2013
33917	33212.140	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	0000010571	00006108	8041	11/1/2012	2013
33917	34087.100	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003311	00005740	7970	8/16/2012	2013
33917	34131.740	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003311	00005747	7984	8/16/2012	2013
33917	34697.260	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003670	00006330	8056	12/4/2012	2013
33917	34963.950	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003920	00006753	8099	2/13/2013	2013
33917	35429.800	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	0000010448	00006001	8013	10/16/2012	2013
33917	35522.740	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	000003311	00005736	7955	8/16/2012	2013
33917	36657.080	00000000000000000006037	000085975	Shelby County Healthcare Corp	SGU	0000010450	00006003	8027	10/16/2012	2013

\$ 442,633.39

TN_PU_CN026 - Payments Not On Contract

Unit: 33917

Fiscal Year Start: 2012

Fiscal Year End: 2012

Vendor: 85975

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	PO_ID	D.VOUCHER_ID	Year
33917	135.350		0000085975	Shelby County Healthcare Corp	0000002181	00003927	2012
33917	135.350		0000085975	Shelby County Healthcare Corp	0000002181	00004033	2012
33917	135.350		0000085975	Shelby County Healthcare Corp	0000002181	00004035	2012
33917	33892.950		0000085975	Shelby County Healthcare Corp	0000002181	00003926	2012
33917	40450.160		0000085975	Shelby County Healthcare Corp	0000002181	00004032	2012
33917	40623.060		0000085975	Shelby County Healthcare Corp	0000002181	00004034	2012
	\$ 115,372.22						

Rule Exception Request

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

APPROVED

Jessica Robertson / JRS

Chief Procurement Officer/Central Procurement Office/TDGS

Request Tracking #	339.17-960		
1. Contract #	6037 (GU-09-25855-00)		
2. Service Caption	Food and Nutrition Services at Memphis Mental Health Institute (MMHI)		
3. Contractor	Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis ("The Med") [Edison Vendor ID 85975]		
4. Contract Period <i>(with ALL options to extend exercised)</i>	Current contract: 60 months		
5. Contract Maximum Liability <i>(with ALL options to extend exercised)</i>	\$ 2,114,957.00		
6. Rule <i>(for which the exception is requested)</i>	<input type="checkbox"/> 0620-3-3-.03(2)(a) OR 0620-3-3-.05 requiring compliance with relevant model guidelines (only if required by oversight authorities) <input type="checkbox"/> 0620-3-3-.05(5) requiring the prescribed Nondiscrimination contract provision <input checked="" type="checkbox"/> 0620-3-3-.07(5) prohibiting a contract term greater than five (5) years <input type="checkbox"/> 0620-3-3-.07(8) prohibiting a contract with a former state employee in within six (6) months of termination <input type="checkbox"/> 0620-3-3-.07(22) requiring contractor travel reimbursement in accordance with state travel regulations <input type="checkbox"/> OTHER <i>(cite the relevant rule below)</i>		
7. Explanation of Rule Exception Requested	The original term of this contract was for one (1) year with a term extension clause that permitted additional terms of one (1) year each, not to exceed a total of five (5) years. We seek to extend the current contract for a sixth (6th) year as we review future plans.		

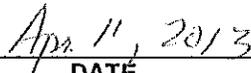
Request Tracking #	339.17-960
8. Justification	As part of SBC Project No. 344/013-010-2005, there is an "Amended and Restated Term Sheet" (Exhibit "B", Item 1. In "The Med will:", Page 2 of 6; attached) that states that "The Med" will provide support and ancillary services to MMHI to include food services. This document was executed as part of the overall lease for MMHI which has a term of twenty (20) years.
<p>Agency Head Signature and Date <i>(contracting agency head or authorized signatory)</i></p>  	
<p>E. DOUGLAS VARNEY, COMMISSIONER MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</p> <p style="text-align: right;">DATE</p>	

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 Branam 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.

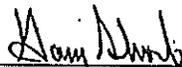
The parties understand that the terms set forth in this Amended and Restated Term Sheet, are subject to the laws of the State of Tennessee, are subject to the parties' agreement, and are contingent upon appropriate approvals from State officials, including but not limited to the State Building Commission, 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



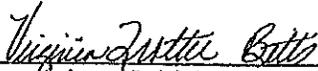
Mr. Gary Shorb
President and Chief Executive Officer
Methodist Healthcare



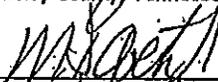
Dr. John D. Petersen,
President, University of Tennessee



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

Non-Competitive Amendment Request

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

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

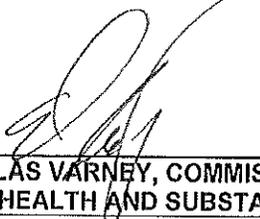
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APPROVED

Jessica Robertson (RDR)

Chief Procurement Officer/Central Procurement Office/TDGS

Request Tracking #	33917-960	
1. Procuring Agency	Department of Mental Health and Substance Abuse Services (DMHSAS)	
2. Contractor	Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)	
3. Contract #	GU-09-25855-00	
4. Proposed Amendment #	Five (5)	
5. Edison ID #	6037	
6. Contract Begin Date	July 1, 2008	
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	\$ 2,114,957.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 2,539,157.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>DMHSAS has received permission to seek a sixth (6th), one-year extension to the current contract [See Approved Rule Exception Request attached]. The proposed amendment will exercise the approved extension and add necessary funds to continue food services at the State's Memphis Mental Health Institute (MMHI). The facility was designed with the intent that it would contract with The MED for the provision of food services. Continuing to acquire these services from The MED will continue to result in a cost savings to the State.</p>	

Request Tracking #	33917-960
15. Name & Address of the Contractor's Principal Owner(s) <i>- NOT required for a TN state education institution</i> Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED), 877 Jefferson Ave., Memphis, TN 38103.	
16. Evidence Contractor's Experience & Length Of Experience Providing the Service DMHSAS' Memphis Mental Health Institute (MMHI) facility was designed with the intent that it would contract with The MED for provision of food services. The MED has been providing food services since MMHI's opening in 2007. The MED has been in the healthcare business since 1829, over 180 years, and for most of that time has been providing food services to their patients.	
17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives Alternative procurement methods were not pursued since the original plans for DMHSAS' MMHI facility included partnering with The MED to meet the food services needs of service recipients at MMHI. The MMHI facility continues to require a more conventional food delivery system since the design of the hospital did not provide a food preparation area. The approval of this request would be in accordance with the original plans. The physical design of this facility includes a physical connection tunnel from MMHI into The MED. This tunnel facilitates the delivery of food services from The MED in a very efficient manner.	
18. Justification <i>- specifically explain why non-competitive negotiation is in the best interest of the state</i> Memphis Mental Health Institute (MMHI) facility was designed with the intent that it would contract with The MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical (food services) and mental health services, benefiting both facilities. Continuing to acquire food services from The MED will continue to result in a cost savings to the State.	
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> <div style="display: flex; justify-content: space-between; align-items: center;"> <div data-bbox="240 1108 902 1327" style="width: 60%;">  E. DOUGLAS VARNEY, COMMISSIONER MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES </div> <div data-bbox="974 1197 1185 1302" style="width: 30%; text-align: center;"> <p>4/19/13 DATE</p> </div> </div>	



CONTRACT AMENDMENT

Agency Tracking # 33917-960	Edison ID 6037	Contract # GU-09-25855-00	Amendment # 5		
Contractor Legal Entity Name Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)			Edison Vendor ID 85975		
Amendment Purpose & Effect(s) To extend the Food Services Contract at the State's Memphis 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):			\$ 424,200.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009				\$473,121.00	\$473,121.00
2010				\$473,121.00	\$473,121.00
2011				\$271,455.00	\$271,455.00
2012				\$442,000.00	\$442,000.00
2013				\$455,260.00	\$455,260.00
2014				\$424,200.00	\$424,200.00
TOTAL:				\$2,539,157.00	\$2,539,157.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>OCR USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT FIVE
OF CONTRACT GU09-25855-00, EDISON 6037**

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 Shelby County Healthcare Corporation, d/b/a The Regional Medical Center at Memphis, hereinafter referred to as the "Contractor", for the purpose of extending the Food Services Contract at the State's Memphis 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 July 1, 2008 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 Two Million Five Hundred Thirty-Nine Thousand One Hundred Fifty-Seven Dollars (\$2,539,157.00). 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.

3. Contract section C.3. is deleted in its entirety and replaced with the following:
 - C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Cost of Meals per Resident Day (see § A.2.e.)	\$19.80 per resident per day
Floor Stock	\$3,500.00 Max / Month
Nourishments (Sandwich, milk or juice)	\$2.50 per person

Service Description	Amount (per compensable increment)
Admission's Office Boxed Lunch Meal (see § A.2.p.)	\$3.50 per person
Catering Services per Person (see Section A.2.o., Section A.2.p., and Attachment 03 of the original contract)	
Hot Meal Plate	\$12.50 per person
Birthday/Special Occasion Cake	\$45.00 half sheet cake \$80.00 whole sheet cake \$15.00 angel food cake
Punch	\$1.50 per person
Danish/Muffin Tray	\$1.55 per person
Cheese/Cracker Tray	\$35.00 small (10-16 people) \$45.00 large (18-24 people)
Cookie Tray	\$1.50 per person
Brownie Tray	\$2.50 per person
Fruit/Vegetable Tray	\$35.00 small (10-16 people) \$45.00 large (18-24 people)

- c. The cost for all catering services shall be based on a per person cost and include the cost for providing beverages (except punch), condiments, paper and plastic supplies, and labor.
- d. The Admission's Office boxed lunch meal shall be prepared according to the regular diet guidelines and shall have a shelf-life of at least three (3) days. Any additional per day must be approved in writing by CEO.
- e. Nourishments shall include a sandwich and milk or juice. There is a limit of 20 nourishments per day and must be accompanied by a physician's order. Any additional Nourishments requested shall be approved by the CEO and the floor stock should be adjusted accordingly.
- f. The hot meal plate shall include a meat, vegetable, starch, bread, beverage, and dessert. For the hot meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03)
- g. For hot meal plates, a vegetarian option shall be available.
- h. Arrangements for all catering services shall be agreed to in writing by both parties prior to preparation.

4. The following is added as Contract Section E.15.:

E.15. Department Name. All references to "Department of Mental Health and Developmental Disabilities" shall be deleted and replaced with "Department of Mental Health and Substance Abuse Services".

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,

SHELBY COUNTY HEALTHCARE CORPORATION, d/b/a THE REGIONAL MEDICAL CENTER AT MEMPHIS:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

E. DOUGLAS VARNEY, COMMISSIONER

DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

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

Sen. Bill Ketron, Chairman

Senators

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

Reginald Tate
Ken Yager

Rep. Curtis Johnson, Vice-Chairman

Representatives

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

David Shepard
Tony Shipley
Curry Todd
Mark White

M E M O R A N D U M

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

FROM: Senator Bill Ketron, Chairman
Representative Curtis Johnson, Vice-Chairman

DATE: March 29, 2012

SUBJECT: **Contract Comments**
(Fiscal Review Committee Meeting 3/26/12)

A handwritten signature in blue ink, appearing to be "BK" followed by a flourish.

RFS# 339.17-960 (Edison # 6037)

Department: Mental Health/Memphis Mental Health Institute

Vendor: Shelby County Healthcare Corp., d.b.a. The Regional Medical Center at Memphis (The Med)

Summary: The vendor provides daily meal services at the Memphis Mental Health Institute. The proposed amendment extends the current contract for an additional year through June 30, 2013, increases specified rates for each type of meal, and increases the maximum liability by \$455,260.

Current maximum liability: \$1,659,697

Proposed maximum liability: \$2,114,957

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

cc: The Honorable Doug Varney, Commissioner
Ms. Jessica Robertson, Chief Procurement Officer



RECEIVED

MAR 16 2012

FISCAL REVIEW

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

LISA DANIEL
INTERIM CHIEF EXECUTIVE OFFICER

YOLANDREA CLARK
ADMINISTRATOR

February 22, 2012

To: Fiscal Review Committee
Allotment Code: 339.17
Vendor: Shelby County Healthcare Corporation d/b/a The Regional Medical Center at
Memphis (a/k/a The Med)

Contract Number: GU0925855 (Edison #6037)

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

Memphis Mental Health Institute (MMHI) respectfully requests approval for continuation of the Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The Med) non competitive contract amendment 04 for fiscal year 2013. This contract amendment 04 will add an additional \$455,260 to the current contract.

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

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

Sincerely yours,

Lisa Daniel,
Interim Chief Executive Officer

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Linda C. White	*Contact Phone:	901.577.1821		
*Original Contract Number:	GU-0925855	*Original RFS Number:	339.17-960		
Edison Contract Number: (if applicable)	6037	Edison RFS Number: (if applicable)			
*Original Contract Begin Date:	7/1/2008	*Current End Date:	6/30/2012		
Current Request Amendment Number: (if applicable)	4				
Proposed Amendment Effective Date: (if applicable)	7/1/2012				
*Department Submitting:	Department of Mental Health				
*Division:	Memphis Mental Health Institute				
*Date Submitted:	2/17/2012 3-16-12				
*Submitted Within Sixty (60) days: If not, explain:	yes				
*Contract Vendor Name:	Shelby County Healthcare Corp d/b/a/ The Regional Medical Ctr at Memphis a/k/a The Med.				
*Current Maximum Liability:	\$1,659,697.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2009	FY: 2010	FY:2011	FY:2012	FY	FY
\$473,121	\$473,121	\$271,455	\$442,000	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2009	FY: 2010	FY:2011	FY:2012	FY	FY
\$319,716.23	\$447,834.55	\$435,148.93	\$269,919.27 thru 2/1/2012	\$	\$
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:			There was a total surplus funds in FY2009, FY2010 & FY2011 combined, of \$14,997.29. The total contract allocation for all fiscal years was \$1,217,697.00 less expenses of \$1,202,699.71= \$14,997.29. These surplus funds will be exhausted during FY2012.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding					

**Supplemental Documentation Required for
Fiscal Review Committee**

was acquired to pay the overage:					
			FY:	FY:	FY:
*Contract Funding Source/Amount:	State:		Federal:		
Interdepartmental:			Other:		
If "other" please define:					
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Amendment #1 July 1, 2008 – June 30, 2010			To extend the term, add dollars and revise the payment methodology		
Amendment # 2 July 1, 2008 – June 30, 2011			To extend the term, add dollars and revise the payment methodology		
Amendment # 3 July 1, 2008 – June 30, 2012			To extend the term, add dollars and revise the payment methodology		
Method of Original Award: <i>(if applicable)</i>			Non Competitive Contract Request		
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$2,114,957.00		

Supplemental Documentation Required for Fiscal Review Committee, page 3 – The MED

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

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

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

Deliverable description:	FY:2009	FY:2010	FY:2011	FY:2012	FY:2013
Food Services	\$319,716	\$447,835	\$435,149	\$442,000	\$455,260

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

NA

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

NA

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

THE MED FOOD SERV-
CONTRACTS PAYMENTS

TN PU CN026 FY2012

Payments	7			
Unit	Sum Amount	Edison Contract	Vendor ID	Vendor Name
33917	135.350		0000085975	Shelby County Healthcare Corp
33917	135.350		0000085975	Shelby County Healthcare Corp
33917	135.350		0000085975	Shelby County Healthcare Corp
33917	326.320		0000085975	Shelby County Health Care Corp
33917	33892.950		0000085975	Shelby County Healthcare Corp
33917	40450.160		0000085975	Shelby County Healthcare Corp
33917	40623.060		0000085975	Shelby County Healthcare Corp
FY2012	\$ 115,698.54			

THE MED FOOD SERV-
CONTRACTS PAYMENTS

TN PU CN021 FY2012

Payments	8			
Unit	Sum Amount	Edison Contract	Vendor ID	Vendor Name
33917	135.350	0000000000000	0000085975	Shelby County Healthcare Corp
33917	135.350	0000000000000	0000085975	Shelby County Healthcare Corp
33917	135.350	0000000000000	0000085975	Shelby County Healthcare Corp
33917	135.350	0000000000000	0000085975	Shelby County Healthcare Corp
33917	37322.280	0000000000000	0000085975	Shelby County Healthcare Corp
33917	37905.500	0000000000000	0000085975	Shelby County Healthcare Corp
33917	38722.650	0000000000000	0000085975	Shelby County Healthcare Corp
33917	39728.900	0000000000000	0000085975	Shelby County Healthcare Corp
	\$ 154,220.73			

THE MED FOOD SERV-
CONTRACTS PAYMENTS

TN PU CN026 FY2011

Payments	28			
Unit	Sum Amount	Edison Contract	Vendor ID	Vendor Name
33917	135.350		0000085975	Regional Medical Center
33917	135.350		0000085975	Regional Medical Center
33917	135.350		0000085975	Regional Medical Center
33917	135.350		0000085975	Regional Medical Center
33917	135.350		0000085975	Shelby County Healthcare Corp
33917	135.350		0000085975	Shelby County Healthcare Corp
33917	135.350		0000085975	Shelby County Healthcare Corp

33917	135.350		0000085975	Shelby County Healthcare Corp
33917	154.000		0000085975	Regional Medical Center
33917	270.700		0000085975	Regional Medical Center
33917	274.950		0000085975	Shelby County Healthcare Corp
33917	307.350		0000085975	Shelby County Healthcare Corp
33917	677.980		0000085975	Regional Medical Center
33917	2575.700		0000085975	Shelby County Healthcare Corp
33917	3205.440		0000085975	Shelby County Healthcare Corp
33917	28306.220		0000085975	Regional Medical Center
33917	28650.370		0000085975	Shelby County Healthcare Corp
33917	29554.350		0000085975	Regional Medical Center
33917	29871.100		0000085975	Regional Medical Center
33917	30352.560		0000085975	Regional Medical Center
33917	30363.690		0000085975	Shelby County Healthcare Corp
33917	31100.090		0000085975	Regional Medical Center
33917	32073.790		0000085975	Shelby County Healthcare Corp
33917	33288.310		0000085975	Shelby County Healthcare Corp
33917	37291.590		0000085975	Shelby County Healthcare Corp
33917	38270.120		0000085975	Shelby County Healthcare Corp
33917	38599.540		0000085975	Regional Medical Center
33917	38878.280		0000085975	Regional Medical Center
FY2011	\$ 435,148.93			

THE MED FOOD SERV-
CONTRACTS PAYMENTS

TN PU CN026 FY2010

Payments	30			
Unit	Sum Amount	Edison Contract	Vendor ID	Vendor Name
33917	135.350		0000085975	Shelby County Healthcare Corp
33917	135.350		0000085975	Shelby County Healthcare Corp
33917	190.800		0000085975	Health Loop South Memphis
33917	190.800		0000085975	Regional Medical Center At Me
33917	190.800		0000085975	Regional Medical Center At Me
33917	190.800		0000085975	Regional Medical Center At Me
33917	190.800		0000085975	Regional Medical Center At Me
33917	190.800		0000085975	Regional Medical Center At Me
33917	190.800		0000085975	Shelby County Healthcare Corp
33917	190.800		0000085975	Shelby County Healthcare Corp
33917	307.800		0000085975	Shelby County Healthcare Corp
33917	364.550		0000085975	Shelby County Healthcare Corp
33917	369.900		0000085975	Regional Medical Center At Me
33917	389.300		0000085975	Shelby County Healthcare Corp
33917	663.300		0000085975	Shelby County Healthcare Corp
33917	1191.510		0000085975	Shelby County Healthcare Corp

33917		2003.010		0000085975	Regional Medical Center At Me
33917		30013.760		0000085975	Regional Medical Center At Me
33917		30175.180		0000085975	Shelby County Healthcare Corp
33917		30339.890		0000085975	Shelby County Healthcare Corp
33917		30796.010		0000085975	Shelby County Healthcare Corp
33917		31531.520		0000085975	Regional Medical Center At Me
33917		31580.480		0000085975	Regional Medical Center At Me
33917		33355.350		0000085975	Shelby County Healthcare Corp
33917		33963.510		0000085975	Shelby County Healthcare Corp
33917		34089.680		0000085975	Regional Medical Center At Me
33917		34542.880		0000085975	Regional Medical Center At Me
33917		39042.990		0000085975	Shelby County Healthcare Corp
33917		40386.010		0000085975	Shelby County Healthcare Corp
33917		40930.820		0000085975	Shelby County Healthcare Corp
FY2010	\$	447,834.55			

PO_ID	D.VOUCHER	Year		
0000002181	00003927	2012		
0000002181	00004033	2012		
0000002181	00004035	2012		
No PO	00004488	2012		
0000002181	00003926	2012		
0000002181	00004032	2012		
0000002181	00004034	2012		
			\$ 115,698.54	FY12 ESTIMATE

Type	PO_ID	D.VOUCHER	Year		
SGU	0000002546	00004390	2012		
SGU	0000002546	00004392	2012		
SGU	0000002546	00004394	2012		
SGU	0000007831	00004501	2012		
SGU	0000002546	00004391	2012		
SGU	0000002546	00004393	2012		
SGU	0000007830	00004500	2012		
SGU	0000002546	00004389	2012		
				\$ 154,220.73	FY12 ESTIMATE
			FY2012	\$ 269,919.27	FY12 TOTAL ESTIMATE

PO_ID	D.VOUCHER	Year		
0000001494	00002894	2011		
0000001494	00002896	2011		
0000001494	00003136	2011		
0000001494	00003195	2011		
0000001709	00003401	2011		
0000001843	00003404	2011		
0000001843	00003535	2011		

0000001843	00003650	2011			
0000001494	00002892	2011			
0000001494	00003055	2011			
0000001843	00003644	2011			
0000001843	00003833	2011			
0000001494	00003235	2011			
0000001843	00003403	2011			
0000001843	00003834	2011			
0000001709	00003235	2011			
0000001843	00003643	2011			
0000001494	00003134	2011			
0000001494	00002895	2011			
0000001494	00002891	2011			
0000001843	00003649	2011			
0000001494	00002897	2011			
0000001843	00003832	2011			
0000001709	00003403	2011			
0000001843	00003534	2011			
0000001709	00003400	2011			
0000001494	00003054	2011			
0000001494	00002893	2011			
				\$ 435,148.93	FY11

PO_ID	D.VOUCHER	Year			
0000001189	00002205	2010			
0000001248	00002394	2010			
0000000269	00000345	2010			
0000000264	00000324	2010			
0000000435	00000671	2010			
0000000435	00000673	2010			
0000000471	00000773	2010			
0000000552	00000910	2010			
0000000808	00001349	2010			
0000000843	00001405	2010			
0000000808	00001351	2010			
0000001174	00002203	2010			
0000000435	00000674	2010			
0000000841	00001404	2010			
0000001006	00001764	2010			
0000001251	00002396	2010			

0000000849	00001403	2010			
0000000264	00000660	2010			
0000001248	00002393	2010			
0000000808	00001350	2010			
0000000808	00001348	2010			
0000000153	00000141	2010			
0000000466	00000766	2010			
0000001156	00002133	2010			
0000001006	00001763	2010			
0000000552	00000909	2010			
0000000116	00000023	2010			
0000001174	00002204	2010			
0000000808	00001400	2010			
0000000808	00001352	2010			
				\$ 447,834.55	FY10

Non-Competitive Amendment Request

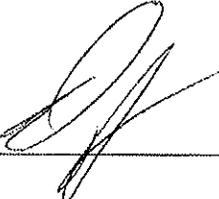
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

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

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	33917-960	
1. Procuring Agency	Department of Mental Health, Memphis Mental Health Institute	
2. Contractor	Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)	
3. Contract #	GU-09-25855-00	
4. Proposed Amendment #	4	
5. Edison ID #	6037	
6. Contract Begin Date	July 1, 2008	
7. Current Contract End Date – with ALL options to extend exercised	June 30, 2012	
8. Proposed Contract End Date – with ALL options to extend exercised	June 30, 2013	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 1,659,697.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$2,114,957.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>The Memphis Mental Health Institute (MMHI) facility was designed with the intent that it would contract with the MED for provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services from the MED will likely result in a cost savings to the State.</p>	

Request Tracking #	33917-960
<p>15. Name & Address of the Contractor's Principal Owner(s)– <i>NOT required for a TN state education institution</i></p> <p>The Regional Medical Center at Memphis d/b/a the MED, 877 Jefferson Avenue, Memphis, TN 38103, owned by Shelby County Government and operated through its agent, Shelby County Healthcare Corporation.</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>The Memphis Mental Health Institute (MMHI) facility was designed with the intent that it would contract with the MED for provision of food services. The MED has been providing food services since its opening in 2007. The MED has been in healthcare business since 1829, over 180 years and for most of that time has been providing food services to their patients.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The new facility requires more conventional food delivery since the design of the hospital did not provide a food preparation area. The original plans were made to partner with The Med for food service needs. The approval of this request would be in accordance with the original plans. The physical design of this facility includes a physical connection tunnel from MMHI into The MED. This tunnel facilitates the delivery of food services from The MED in a very efficient manner.</p>	
<p>18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>The Memphis Mental Health Institute (MMHI) facility was designed with the intent that it would contract with the MED for provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical (food services) and mental health services, benefiting both facilities. Acquiring food services from the MED will likely result in a cost savings to the State.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p> 2/21/12</p>	



CONTRACT AMENDMENT

Agency Tracking # 33917-960	Edison ID 6037	Contract # GU-09-25855-00	Amendment # 4		
Contractor Legal Entity Name Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)			Edison Vendor ID 85975		
Amendment Purpose & Effect(s) Amendment #4 for food services					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 6/30/2013			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 455,260.00		
Funding ---					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009				\$473,121.00	\$473,121.00
2010				\$473,121.00	\$473,121.00
2011				\$271,455.00	\$271,455.00
2012				\$442,000.00	\$442,000.00
2013				\$455,260.00	\$455,260.00
TOTAL:				\$2,114,957.00	\$2,114,957.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				OCR USE	
<i>Mae Wood</i>				GU0925855-04	
Speed Chart (optional)		Account Code (optional)			



**AMENDMENT FOUR
OF CONTRACT GU09-25855-00, Edison 6037**

This Amendment is made and entered by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services (as amended herein), Memphis Mental Health Institute, hereinafter referred to as the "State" and Shelby County Healthcare Corporation, DBA The Regional Medical Center at Memphis, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1. is deleted in its entirety and replaced with the following:
 - B. 1. This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

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 Two Million One Hundred Fourteen Thousand Nine Hundred Fifty-Seven Dollars (\$2,114,957.00). 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.

3. Contract section C.3. is deleted in its entirety and replaced with the following:

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Cost of Meals per Resident Day (see Section A.2.e.)	\$21.81 per resident per day for the first fifty (50) patients \$13.70 per resident day for additional patients exceeding fifty (50) patients
Catering Services per Person (see Section A.2.o., Section A.2.p., and Attachment 03 of the original	



contract)	
Admission's Office Boxed Lunch Meal	\$2.87 per person
Hot Meal Plate	\$10.25 per person
Cold Meal Plate	\$8.50 per person
Birthday/Special Occasion Cake	\$1.60 per person
Punch	\$0.93 per person
Danish/Muffin Tray	\$1.55 per person
Cheese/Cracker Tray	\$2.83 per person
Cookie/Brownie Tray	\$1.80 per person
Fruit/Vegetable Tray	\$3.61 per person

- c. The cost for all catering services shall be based on a per person cost and include the cost for providing beverages (except punch), condiments, paper and plastic supplies, and labor.
 - d. The Admission's Office boxed lunch meal shall be prepared according to the regular diet guidelines.
 - e. The hot meal plate shall include a meat, two (2) vegetables, bread, drink, and dessert. For the hot meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03)
 - f. The cold meal plate shall include a meat sandwich, vegetables, chips, drink, and dessert. For the cold meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03)
 - g. For both hot and cold meal plates, a vegetarian option shall be available.
 - h. Each birthday/special occasion cake shall yield thirty (30) portions.
 - i. Arrangements for all catering services shall be agreed to in writing by both parties prior to preparation.
4. Contract section E.15. Is deleted in its entirety and replaced with the following:
- E.15. Department Name All references to the Department of Mental Health shall be deleted and replaced with Tennessee Department of Mental Health and Substance Abuse Services.

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

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



IN WITNESS WHEREOF,

SHELBY COUNTY HEALTHCARE CORPORATION, DBA THE REGIONAL MEDICAL CENTER AT
MEMPHIS:



SIGNATURE

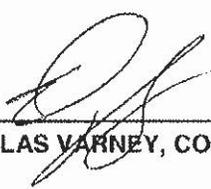
5/16/2012

DATE

Reginald W. Coopwood, M.D.

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:



E. DOUGLAS VARNEY, COMMISSIONER

5/17/12

DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

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

Sen. Bill Ketron, Chairman		Rep. Curtis Johnson, Vice-Chairman	
Senators		Representatives	
Douglas Henry	Reginald Tate	Tommie Brown	David Shepard
Brian Kelsey	Ken Yager	Jim Coley	Tony Shapley
Eric Stewart		Charles Curless	Curry Todd
Randy McNally, <i>ex officio</i>		Johnny Shaw	Mark White
Lt. Governor Ron Ramsey, <i>ex officio</i>		Charles Sargent, <i>ex officio</i>	
		Speaker Both Harwell, <i>ex officio</i>	

MEMORANDUM

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

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

DATE: April 12, 2011

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

RFS# 339.17-960 (Edison # 6037)
Department: Mental Health
Division: Memphis Mental Health Institute (MMHI)
Vendor: Shelby County Healthcare Corp. aka The Med
Summary: The vendor currently provides daily meal services at the MMHI. The proposed amendment extends the current contract by one year through June 30, 2012, increases the cost of resident meals by \$1.01 for the first 50 residents per day and \$0.63 for additional patients, and increases the maximum liability by \$442,000.
Current maximum liability: \$1,217,697
Proposed maximum liability: \$1,659,697

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

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



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

March 23, 2011

TO: Fiscal Review Committee

FROM: Jeanne West-Freeman, PhD. 
Chief Executive Officer

RE: Vendor: Shelby County Healthcare Corporation d/b/a The Regional
Medical Center at Memphis (a/k/a The Med)

Contract Number: GU0925855-00 Edison # 6037

Memphis Mental Health Institute (MMHI) respectfully requests approval of this non competitive amendment request which will allow the term of the contract to be extended through June 30, 2012 and add an additional \$441,677 (four hundred forty-one thousand six hundred seventy-seven dollars). Memphis Mental Health Institute (MMHI) is a 75 bed state operated psychiatric hospital in Memphis, Tennessee. Our hospital provides twenty-four (24) hour, seven (7) days per week acute psychiatric services. As part of the original design, Memphis Mental Health Institute was connected by a tunnel to The Regional Medical Center for efficient provision of food services. Our facility does not have a food preparation area and is dependent upon the Regional Medical Center for patient food delivery. This initiative is believed to be a more cost effect way to provide meals to patients than through in-house staffing. These services are essential to providing adequate food services to our patients.

If you any questions about this request or need additional information, please contact me, Jeanne West-Freeman at (901) 577- 1800.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Yolandra Y. Clark	*Contact Phone:	901.577.1804		
*Original Contract Number:	GU-0925855	*Original RFS Number:	339.17-960		
Edison Contract Number: (if applicable)	6037	Edison RFS Number: (if applicable)			
*Original Contract Begin Date:	7/1/2008	*Current End Date:	6/30/2011		
Current Request Amendment Number: (if applicable)	3				
Proposed Amendment Effective Date: (if applicable)	7/1/2011				
*Department Submitting:	TDMIIDD				
*Division:	Memphis Mental Health Institute				
*Date Submitted:	3/25/2011				
*Submitted Within Sixty (60) days:	yes				
	<i>If not, explain:</i>				
*Contract Vendor Name:	Shelby County Healthcare Corp d/b/a/ The Regional Medical Ctr at Memphis a/k/a The Med.				
*Current Maximum Liability:	\$1,217,697.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2009	FY: 2010	FY:2011	FY:	FY	FY
\$473,121	\$473,121	\$271,455	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2009	FY: 2010	FY:2011	F	FY	FY
\$319,716.23	\$416,065.61	\$233,786.03(YTD)	Y:	\$	\$
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:			There were surplus funds in FY2009 for \$148,319.04 and \$57,055.39 in FY2010. The total surplus amount is \$205,374.43 These surplus funds will be exhausted during FY11.		
IF Contract Expenditures exceeded Contract Allocation, please give the					

Supplemental Documentation Required for
Fiscal Review Committee

			FY:	FY:	FY:
reasons and explain how funding was acquired to pay the overage:					
*Contract Funding Source/Amount:	State:		Federal:		
Interdepartmental:			Other:	\$473,121.00	
If "other" please define:					
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Amendment #1 July 1, 2008 – June 30, 2010			To extend the term, add dollars and revise the payment methodology		
Amendment # 2 July 1, 2008 – June 30, 2011			To extend the term, add dollars and revise the payment methodology		
Method of Original Award: <i>(if applicable)</i>			Non Competitive Contract Request		
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$473,121.00		

The Regional Medical Center at Memphis dba The Med
 Contract Number 6037 Requisition ID 0000000307
 Vendor ID 859754 Requisition Name 339.17-089

FY 10	Invoice Number	Voucher Number	P.O. Number	Invoice amount
	7534-A	00002396	1251	1191.510
	7650-C	00002394	1248	135.350
	7650	00002393	1248	30175.180
	7636-C	00002205	1189	135.350
	7636	00002204	1174	39042.990
	7623-C	00002203	1174	364.550
	7623	00002133	1156	33355.350
	7610-C	00001764	1006	663.300
	7610	00001763	1006	33963.510
	7549-C	00001405	843	190.800
	7595-C	00001404	841	389.300
	V00082316273	00001403	849	2003.010
	7549	00001400	808	40386.010
	7595	00001352	808	40930.820
	7580-C	00001351	808	307.800
	7580	00001350	808	30339.890
	7555-C	00001349	808	190.800
	7565	00001348	808	30796.010
	7534-C	00000910	552	190.800
	7534	00000909	552	34089.680
	7519-C	00000773	471	190.800
	7519	00000766	466	31580.480
	7488	00000660	264	30013.760
	7503-C	00000345	269	190.800
	7503	00000325	264	35056.960
	7488-C	00000324	264	190.800
				416065.610

FY09					
7350-C	00000671	435	190.800		
7381-C	00000673	435	190.800		
7396-C	00000674	435	396.900		
7442-C	00000009		190.800		
7442	00000008	115	33416.480		
7457	00000023	116	34542.880		
7473-C	00000175	167	190.800		
7473	00000141	153	31531.520		
7320			29224.330		
7457-C	00000024				
				EDISON TOTAL FY09	129875.310

Stars Vendor # V621113169 07

				Warrant #
7320-C			151.000	R944265
7320-C			355.800	R718351
7320-C			350.000	R944265
7335			49875.040	R944265
7350			35385.000	R944265
7365			38335.440	R944265
7381			30638.000	R944565
7396			34750.640	R944265

STARS TOTAL FY09 189840.920

TOTAL FY09 319716.230

TOTAL FY09 AND FY10 735781.840



NON-AMD123002
CY11-172

NON-COMPETITIVE AMENDMENT REQUEST:

NOTE: This non-compliant request format contains all required elements of the current Non-Competitive Amendment Request model format.

APPROVED ONLY upon favorable FRC recommendation

Commissioner of Finance & Administration

1) RFS #	33917-96000	
2) Procuring Agency :	Department of Mental Health, Memphis Mental Health Institute	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Food Service	
4) Contractor :	Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)	
5) Contract #	GU0925855-00 or Edison #6037	
6) Contract Start Date :	July 1, 2008	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2011	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$1,217,697.00	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	3	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	July 1, 2011	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2012	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 1,659,697.00	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state	
	<input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
Memphis Mental Health Institute (MMHI) is requesting an amendment to the present food services contract with The MED to allow for the term of the contract to be extended through June 30, 2012 and additional funding in the amount of \$442,000.00.		
15) Explanation of Need for the Proposed Amendment :		
The new MMHI facility was designed with the intent that it would contract with The MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services from the MED will likely result in a cost savings for the State.		
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)		
The Regional Medical Center at Memphis d/b/a the MED, 877 Jefferson Avenue, Memphis, TN 38103, owned by Shelby County Government and operated through its agent, the Shelby County Healthcare Corporation.		



17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

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

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

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

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

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

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

The MMHI facility was designed with the intent that it contract with The MED for provision of food services

21) Justification for the Proposed Non-Competitive Amendment :

The MMHI facility was designed with the intent that it would contract with The MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical (food services) and mental health services, benefiting both agencies. Acquiring food services from The MED will likely result in a cost savings for the State.

AGENCY HEAD SIGNATURE & DATE :

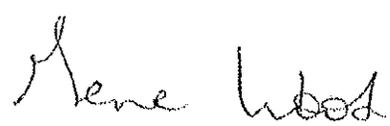
(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

E. DOUGLAS VARNEY, COMMISSIONER

DATE



CONTRACT AMENDMENT

Agency Tracking # 33917-960	Edison ID 6037	Contract # GU-09-25855-00	Amendment # 3		
Contractor Legal Entity Name Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)			Edison Vendor ID 85975		
Amendment Purpose & Effect(s) Amendment #3 for food services contract			FEIN or SSN (optional) 62-1113169-07		
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 06/30/2012			
Maximum Liability (TOTAL Contract Amount) Increase/Decrease per this Amendment:			\$442,000.00		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009				\$473,121.00	\$473,121.00
2010				\$473,121.00	\$473,121.00
2011				\$271,455.00	\$271,455.00
2012				\$442,000.00	\$442,000.00
TOTAL:					\$1,659,697.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				OCR USE GU0925855-03	
					
Speed Code (optional)		Account Code (optional)			



**AMENDMENT THREE
TO GU09-25855-00, Edison 6037**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Mental Health (as amended herein), Memphis Mental Health Institute, hereinafter referred to as the "State" and Shelby County Healthcare Corporation, DBA The Regional Medical Center at Memphis, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of 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 One Million Six Hundred Fifty Nine Thousand Six Hundred Ninety Seven Dollars (\$1,659,697.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

3. The text of Contract Section C.3. is deleted in its entirety and replaced with the following:
 - C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Cost of Meals per Resident Day (see Section A.2.e.)	\$21.17 per resident per day for the first fifty (50) patients \$13.30 per resident day for additional patients exceeding fifty (50) patients



Catering Services per Person (see Section A.2.o., Section A.2.p., and Attachment 03 of the original contract)	
Admission's Office Boxed Lunch Meal	\$2.79 per person
Hot Meal Plate	\$9.95 per person
Cold Meal Plate	\$8.25 per person
Birthday/Special Occasion Cake	\$1.55 per person
Punch	\$0.90 per person
Danish/Muffin Tray	\$1.50 per person
Cheese/Cracker Tray	\$2.75 per person
Cookie/Brownie Tray	\$1.75 per person
Fruit/Vegetable Tray	\$3.50 per person

- c. The cost for all catering services shall be based on a per person cost and include the cost for providing beverages (except punch), condiments, paper and plastic supplies, and labor.
 - d. The Admission's Office boxed lunch meal shall be prepared according to the regular diet guidelines.
 - e. The hot meal plate shall include a meat, two (2) vegetables, bread, drink, and dessert. For the hot meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03)
 - f. The cold meal plate shall include a meat sandwich, vegetables, chips, drink, and dessert. For the cold meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03)
 - g. For both hot and cold meal plates, a vegetarian option shall be available.
 - h. Each birthday/special occasion cake shall yield thirty (30) portions.
 - i. Arrangements for all catering services shall be agreed to in writing by both parties prior to preparation.
4. The following is added as contract Section E.15.
- E.15. Department Name: All references to the Department of Mental Health and Developmental Disabilities shall be deleted and replaced with Tennessee Department of Mental Health.

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

IN WITNESS WHEREOF:

SHELBY COUNTY HEALTHCARE CORPORATION DBA THE REGIONAL MEDICAL CENTER AT MEMPHIS:



[Handwritten signature]

5/23/2011

CONTRACTOR SIGNATURE

DATE

Rob Sumter COO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH:

[Handwritten signature]

6/1/11

E. DOUGLAS VARNEY, COMMISSIONER

DATE

Memphis Mental Health Institute
 THE MED'S PATIENT MEAL CHARGES
 FY 2011

CATERING SERVICES
 FY 2011

BILLING DATE	INVOICE NUMBER	BILLING PERIOD FY 11	YEAR	TOTAL DAYS	RESIDENT DAYS	RESIDENT DAYS \$20.16	PATIENT MEALS \$12.67	ADJUST	VERIFY DATE	REVISIONS	BILLING DATE	INVOICE NUMBER	FUNCTION DATE	Party Cakes	FUNCTION DATE	Guests Other	VERIFY DATE	
09/20/10	7690	Jul	2010	1530	1400	\$28,871.10	130		09/22/10		09/20/10	7690-C	07/31/10	\$135.35			09/22/10	
09/10/10	7703	Aug	2010	1627	1400	\$28,800.00	227		09/22/10				Re-sched	\$0.00				
10/28/10	7714	Sep	2010	2012	1750	\$35,550.00	262	(-8, error)	10/29/10	(revision)	10/08/10	7714-C	09/04/28/10	\$270.70	15-35.35 x 2)		10/11/10	
11/09/10	7725	Oct	2010	1505	1400	\$28,800.00	105		11/17/10		11/09/10	7726-C	10/20/10	\$135.35			11/17/10	
12/05/10	7738	Nov	2010	1460	1400	\$28,800.00	60		12/14/10		12/08/10	7738-C	11/27/10	\$135.35			11/24/10	
01/20/11	7749	Dec	2010	1986	1750	\$35,550.00	236		02/22/11		01/20/11	7749-C	12/19/10	#135.00			02/22/11	
02/11/11	7760	Jan	2011	2003	1400	\$28,800.00	603		02/18/11		02/11/11	7760-C	01/29/11	\$135.35			02/18/11	
Feb		2011		0		\$0.00												
Mar		2011		0		\$0.00												
Apr		2011		0		\$0.00												
May		2011		0		\$0.00												
Jun		2011		0		\$0.00												
TOTAL				12123	10500	\$232,243.41	1623				TOTAL			\$812.10				\$0.00
				GRAND TOTAL		\$233,055.51												

Adjust - amount of adjustment made.
 Revisions - indicates adjustments have been made for accuracy.

Richard C. Foster
 Administrative Services
 2/11



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

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

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

MEMORANDUM

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

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

DATE: April 19, 2010

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

RFS# 339.17-96010

Department: Mental Health & Developmental Disabilities

Division: Memphis Mental Health Institute (MMHI)

Contractor: Shelby County Healthcare d.b.a. The MED

Summary: The vendor is currently responsible for the provision of daily meal service at the MMHI. The proposed amendment extends the contract for an additional year through June 30, 2011; increases the cost of a boxed lunch by \$0.20; and increases the maximum liability by \$271,455.

Maximum liability: \$946,242

Maximum liability w/amendment \$1,217,697

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment with the stipulation that the *Voluntary Buyout Program* language is added to the contract.

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



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
MEMPHIS MENTAL HEALTH INSTITUTE
P. O. Box 40966
951 COURT AVENUE
MEMPHIS, TENNESSEE 38174-0966

FISCAL SERVICES

MEMORANDUM

TO: Fiscal Review Committee
TDMHDD

FROM: Linda C. White
Fiscal Director 339.17

DATE: March 9, 2010

SUBJECT: THE REGIONAL MEDICAL CTR-GU09-25855-00 (EDISON #6037,
REQ#307) AMENDMENT FY2011

RECEIVED

MAR 11 2010

FISCAL REVIEW

Memphis Mental Health Institute (339.17) is requesting an amendment to the food services contract with The Regional Medical Center (The MED), GU09-25855-01, (Edison #6037) for FY2011 in the amount of an additional \$271,455.00. The expenditures for FY2009 totaled \$324,802. It is projected that the total expenditures for FY2010 will be \$419,774. The additional amount of \$271,455 plus the surplus of \$201,666 (balances from FY2009 & FY2010) would bring the total amount for FY2011 to \$473,121. The additional funds are needed to cover the 7% increase to only one (1) of the items in the rate section of C.3., Payment Methodology. These services are essential to daily operations of the hospital in servicing our service recipients.

The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State. This part of daily operations must continue without interruption in services especially since the building was not designed to allow for food preparation and service in the facility.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Linda C. White	*Contact Phone:	901-577-1821
*Original Contract Number:	GU-0925855	*Original RFS Number:	339.17-960
Edison Contract Number: (if applicable)	6037	Edison RFS Number: (if applicable)	
*Original Contract Begin Date:	7/1/2008	*Current End Date:	6/30/2010
Current Request Amendment Number: (if applicable)	2		
Proposed Amendment Effective Date: (if applicable)	7/1/2010		
*Department Submitting:	TDMHDD		
*Division:	Memphis Mental Health Institute		
*Date Submitted:	2/25/2010		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	Shelby County Healthcare Corp d/b/a/ The Regional Medical Ctr at Memphis (a/k/a The MED)		
*Current Maximum Liability:	\$946,242.00		
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY:2009	FY: 2010	FY:	FY:
\$ 473,121	\$473,121	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)			
FY:2009	FY:2010	FY:	FY:
\$324,801.96	\$209,773.99	\$	\$
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:	There were surplus funds in FY2009 for \$148,319.04. In FY2010 it is projected that the surplus will be \$53,347. The total surplus amounts to \$201,666.04.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding			

Supplemental Documentation Required for
Fiscal Review Committee

was acquired to pay the overage:			
*Contract Funding Source/Amount:	State:		Federal:
Interdepartmental:		Other:	\$473,121.00
If "other" please define:		Current Service funds received from Patient billings paid by Insurance & TennCare.	
Dates of All Previous Amendments or Revisions: (if applicable)		Brief Description of Actions in Previous Amendments or Revisions: (if applicable)	
Amendment #1-3/11/2009		Submitted Non-Competitive Request for approval	
Method of Original Award: (if applicable)		Non-Competitive	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$473,121.00	

Supplemental Documentation Required for
Fiscal Review Committee

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

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

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

Deliverable description:	FY:	FY:	FY:	FY:	FY:

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

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

REGIONAL MEDICAL CENTER-FOOD SERVICE PAYMENTS--FY2010

Unit	Voucher #	Invoices #	Vendor ID	Vendor Name	Address 1	Address 2	City	St	Postal	Amount Pd	Pymnt Date	Pymnt M	EFT/AC	Pymnt ID
33917	00000008	7442	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	33416.480	7/7/2009	EFT	PPD	000008597
33917	00000324	7488-C	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	190.800	7/14/2009	EFT	PPD	000006161
33917	00000325	7503	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	35056.960	8/7/2009	EFT	PPD	000007097
33917	00000141	7473	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	31531.520	8/13/2009	EFT	PPD	000007344
33917	00000023	7457	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	34542.880	8/13/2009	EFT	PPD	000007344
33917	00000673	7381-C	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	190.800	8/28/2009	EFT	PPD	000008024
33917	00000674	7396-C	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	369.900	8/28/2009	EFT	PPD	000008024
33917	00000671	7350-c	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	190.800	8/31/2009	EFT	PPD	000008097
33917	00000773	7519-C	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	190.800	9/8/2009	EFT	PPD	000008444
33917	00000766	7519	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	31580.480	9/22/2009	EFT	PPD	000009181
33917	00000909	7534	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	34089.680	1/6/2010	EFT	PPD	000020800
33917	00000660	7488	000008597	Regional Medical Center A	Patient Fin	PO Box 100	Memphis	TN	38148-083	30013.760	1/8/2010	EFT	PPD	000021211
33917	00001349	7565-C	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	190.800	1/13/2010	CHK		000035247
33917	00001351	7580-C	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	307.800	1/13/2010	CHK		000035524
33917	00001400	7549	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	40386.010	1/15/2010	CHK		000036447
33917	00001348	7565	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	30796.010	1/19/2010	CHK		000036711
33917	00000910	7534-C	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	190.800	1/19/2010	EFT	PPD	000022333
33917	00001404	7595-C	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	389.300	1/21/2010	CHK		000037437
33917	00001405	7549-C	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	190.800	1/22/2010	CHK		000037691
33917	00001350	7580	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	30339.890	2/1/2010	CHK		000039902
33917	00001352	7595	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	40930.820	2/1/2010	CHK		000039902
FY2010 EDISON AP PAYMENTS FOR CURRENT FY @ 2/17/2010--(Extracted from payment file above)														
33917	00000671	7350-c	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	190.800	8/31/2009	EFT	PPD	000008097
33917	00000773	7519-C	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	190.800	9/8/2009	EFT	PPD	000008444
33917	00000766	7519	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	31580.480	9/22/2009	EFT	PPD	000009181
33917	00000909	7534	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	34089.680	1/6/2010	EFT	PPD	000020800
33917	00001349	7565-C	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	190.800	1/12/2010	CHK		000035247
33917	00001351	7580-C	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	307.800	1/13/2010	CHK		000035524
33917	00001400	7549	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	40386.010	1/15/2010	CHK		000036447
33917	00001348	7565	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	30796.010	1/19/2010	CHK		000036711
33917	00000910	7534-C	000008597	Regional Medical Center A	Patient Fin	877 Jeffers	Memphis	TN	38103	190.800	1/19/2010	EFT	PPD	000022333
33917	00001404	7595-C	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	389.300	1/21/2010	CHK		000037437
33917	00001405	7549-C	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	190.800	1/22/2010	CHK		000037691
33917	00001350	7580	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	30339.890	2/1/2010	CHK		000039902
33917	00001352	7595	000008597	Shelby County Healthcare	Dept 865	PO Box 100	Memphis	TN	38148-086	40930.820	2/1/2010	CHK		000039902
FY2010 EDISON PAYMENTS FOOD SERVICE (Services for Jul-Dec09)														
										\$ 209,773.99				

Unit	Voucher #	Invoice #	Vendor Name	Address 1	Address 2	City	St	Postal	Amount Pd	Pymt Date	Pymt Mtd	Eff/ACH	Pymt ID	Reformed	Redesmed	Handling
33917	00000009	7442-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	4/28/2009	EFT	PPD	000002548	Unrecon	RG
33917	00000024	7457-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	5/7/2009	EFT	PPD	000003048	Unrecon	RG
33917	00000175	7473-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	6/26/2009	EFT	PPD	000005294	Unrecon	RG
33917	00000008	7442	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	33416.480	7/7/2009	EFT	PPD	000005853	Unrecon	RG
33917	00000324	7488-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	7/14/2009	EFT	PPD	000006161	Unrecon	RG
33917	00000325	7503	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	35056.960	8/7/2009	EFT	PPD	000007092	Unrecon	RG
33917	00000141	7473	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	31531.520	8/13/2009	EFT	PPD	000007348	Unrecon	RG
33917	00000023	7457	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	34542.880	8/13/2009	EFT	PPD	000007348	Unrecon	RG
33917	00000673	7381-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	8/28/2009	EFT	PPD	000008024	Unrecon	RG
33917	00000674	7396-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	369,960	8/28/2009	EFT	PPD	000008024	Unrecon	RG
33917	00000671	7390-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	8/31/2009	EFT	PPD	000008091	Unrecon	RG
33917	00000773	7519-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	9/8/2009	EFT	PPD	000008449	Unrecon	RG
33917	00000766	7519	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	31580.480	9/22/2009	EFT	PPD	000009185	Unrecon	RG

(Extracted from above payment register)

FY2008 FOOD SERVICES EXPENSES PAID IN EDISON

33917	00000009	7442-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	4/28/2009	EFT	PPD	000002548	Unrecon	RG
33917	00000024	7457-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	5/7/2009	EFT	PPD	000003048	Unrecon	RG
33917	00000175	7473-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	6/26/2009	EFT	PPD	000005294	Unrecon	RG
33917	00000008	7442	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	33416.480	7/7/2009	EFT	PPD	000005853	Unrecon	RG
33917	00000324	7488-C	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	190,800	7/14/2009	EFT	PPD	000006161	Unrecon	RG
33917	00000325	7503	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	35056.960	8/7/2009	EFT	PPD	000007092	Unrecon	RG
33917	00000141	7473	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	31531.520	8/13/2009	EFT	PPD	000007348	Unrecon	RG
33917	00000023	7457	000008597	Regional Medi	Patient Fin	877 Jeffers	Memphis	TN	38103	34542.880	8/13/2009	EFT	PPD	000007348	Unrecon	RG

FY2009-FOOD SERVICE EXPENSES PAID IN EDISON

FY2008-FOOD SERVICE EXPENSES PAID IN STARS

(See worksheets 2-4)

TOTAL FOOD SERVICE PAYMENTS-FY2009

\$ 135,311.04

\$ 188,480.92

\$ 324,801.96

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

1) RFS #	339.17-960	
2) Procuring Agency	TDMHDD-MEMPHIS MENTAL HEALTH INSTITUTE	
EXISTING CONTRACT INFORMATION		
3) Service Caption	FOOD SERVICE	
4) Contractor	Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)	
5) Contract #	GU0925855-00	
6) Contract Start Date	July 1, 2008	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2010	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 946,242	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	2	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	July 1, 2010	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2011	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 1,217,697	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service		
<p>MMHI is requesting an amendment to the present food service contract with the MED to allow for the term of the contract to be extended through June 30, 2011 and to allow for a 7% increase in the boxed lunches; from \$2.59 to \$2.79. The 7% increase does not affect all the food items so the overall contract amount does not need to be increased.</p>		
15) Explanation of Need for the Proposed Amendment		
<p>The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State even with the 7% increase.</p>		
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)		
<p>The Regional medical Center at Memphis d/b/a the MED, 877 Jefferson Avenue, Memphis, TN 38103, owned by Shelby County Government and operated through its agent, the Shelby County Healthcare Corporation.</p>		

17) Office for Information Resources Endorsement: (required for information technology service, n/a to THDA)

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

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

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

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

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

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

The MMHI facility was designed with the intent that it contract with the MED for the provision of food services. See paragraph 15 above regarding the intent of the parties.

21) Justification for the Proposed Non-Competitive Amendment:

The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective deliver of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State. The parties of the MMHI construction project evidenced their intent that the MED and MMHI would contract these services as stated in the term sheet which was provided as a part of the original non competitive contract request. (Attached)

AGENCY HEAD SIGNATURE & DATE:

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances)

Maria J. Betts
SIGNATURE & DATE

3/10/10



CONTRACT AMENDMENT

Agency Tracking # 33917-960	Edison ID 6037	Contract # GU-09-25855-00	Amendment # 2
--------------------------------	-------------------	------------------------------	------------------

Contractor Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-1113169-07
---	--

Amendment Purpose/ Effects
Amendment #2 for food services contract

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

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009				\$473,121.00	\$473,121.00
2010				\$473,121.00	\$473,121.00
2011				\$271,455.00	\$271,455.00
TOTAL:				\$1,217,697.00	\$1,217,697.00

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

--- COMPLETE FOR AMENDMENTS ---

END DATE AMENDED?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2009	\$473,121.00	
2010	\$473,121.00	
2011		\$271,455.00
TOTAL:	\$946,242.00	\$271,455.00

Agency Contact & Telephone #
Gene Wood (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	Account Code 3391720720/7080300
------------	------------------------------------

--- OCR USE ---

M. D. [Signature]

F&A Secured Document

GU0925855-02

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

**AMENDMENT TWO
TO GU09-25855-00**

This Contract Amendment is made and entered by and between the State of Tennessee, of Mental Health and Developmental Disabilities, Memphis Mental Health Institute, hereinafter referred to as the "State" and Shelby County Healthcare Corporation, DBA The Regional Medical Center at Memphis, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of 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 One Million Two Hundred Seventeen Thousand Six Hundred Ninety Seven Dollars (\$1,217,697.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

3. The text of Contract Section C.3. is deleted in its entirety and replaced with the following:
 - C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Cost of Meals per Resident Day (see Section A.2.e.)	\$20.16 per resident per day for the first fifty (50) patients \$12.67 per resident day for additional patients exceeding fifty (50) patients

Catering Services per Person (see Section A.2.o., Section A.2.p., and Attachment 03 of the original contract)	
Admission's Office Boxed Lunch Meal	\$2.79 per person
Hot Meal Plate	\$9.95 per person
Cold Meal Plate	\$8.25 per person
Birthday/Special Occasion Cake	\$1.55 per person
Punch	\$0.90 per person
Danish/Muffin Tray	\$1.50 per person
Cheese/Cracker Tray	\$2.75 per person
Cookie/Brownie Tray	\$1.75 per person
Fruit/Vegetable Tray	\$3.50 per person

- c. The cost for all catering services shall be based on a per person cost and include the cost for providing beverages (except punch), condiments, paper and plastic supplies, and labor.
- d. The Admission's Office boxed lunch meal shall be prepared according to the regular diet guidelines.
- e. The hot meal plate shall include a meat, two (2) vegetables, bread, drink, and dessert. For the hot meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03)
- f. The cold meal plate shall include a meat sandwich, vegetables, chips, drink, and dessert. For the cold meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03)
- g. For both hot and cold meal plates, a vegetarian option shall be available.
- h. Each birthday/special occasion cake shall yield thirty (30) portions.
- i. Arrangements for all catering services shall be agreed to in writing by both parties prior to preparation.

4. The following is added as Grant Contract Section E.15.

E.15. 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



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

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

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

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

MEMORANDUM

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

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

DATE: May 14, 2009

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

RFS# 339.17-96010

Department: Mental Health & Developmental Disabilities

Division: Memphis Mental Health Institute

Contractor: Shelby County Healthcare d.b.a. The MED

Summary: The vendor is currently responsible for the provision of daily meal service at the Western Mental Health Institute. The proposed amendment extends the contract for an additional year through June 30, 2010, increases various rates for meals, and increases the maximum liability by \$473,121.

Maximum liability: \$473,121

Maximum liability w/amendment \$946,242

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

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



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

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

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

MEMORANDUM

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

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

DATE: April 29, 2009

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

RFS# 339.17-96010

Department: Mental Health & Developmental Disabilities

Division: Memphis Mental Health Institute

Contractor: Shelby County Healthcare d.b.a. The MED

Summary: The vendor is currently responsible for the provision of daily meal service at the Western Mental Health Institute. The proposed amendment extends the contract for an additional year through June 30, 2010, increases various rates for meals, and increases the maximum liability by \$473,121.

Maximum liability: \$473,121

Maximum liability w/amendment \$946,242

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

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



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North -- 8th Floor
NASHVILLE, TENNESSEE 37243-0067
615-741-2564

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

MEMORANDUM

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

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

DATE: April 16, 2009

SUBJECT: **Contract Comments**
(Fiscal Review Committee Meeting 4/13/09)

RFS# 339.17-96010
Department: Mental Health & Developmental Disabilities
Division: Memphis Mental Health Institute
Contractor: Shelby County Healthcare d.b.a. The MED
Summary: The vendor is currently responsible for the provision of daily meal service at the Western Mental Health Institute. The proposed amendment extends the contract for an additional year through June 30, 2010, increases various rates for meals, and increases the maximum liability by \$473,121.
Maximum liability: \$473,121
Maximum liability w/amendment \$946,242

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

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

RECEIVED

APR 24 2009

FISCAL REVIEW



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

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

FISCAL SERVICES

MEMORANDUM

TO: Fiscal Review Committee
TDMHDD

FROM: Linda C. White
Fiscal Director 339.17

DATE: April 22, 2009

SUBJECT: THE REGIONAL MEDICAL CTR-GU09-25855-00 AMENDMENT FY2010

Memphis Mental Health Institute (339.17) is requesting an amendment to the food service contract with The Regional Medical Center (The MED), GU09-25855-00, for FY2010 in the amount of an additional \$473,121.00. This is the same amount of the current contract. Since the dollar savings was not that significant and a request for non-competitive has already been submitted for approval, the annual contract amount is the same.

Our estimates show that we should be able to cover the 3.5% increase to only three of the items in the rate section of C.3., Payment Methodology. The percentage of increase is .5% less than the original amount with estimated savings of approximately \$2,100. These services are essential to daily operations of the hospital in servicing our service recipients.

The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State. This part of daily operations must continue without interruption in services especially since the building was not designed to allow for food preparation and service in the facility.



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

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

FISCAL SERVICES

MEMORANDUM

RECEIVED

MAR 24 2009

FISCAL REVIEW

TO: Fiscal Review Committee
TDMHDD

FROM: Linda C. White
Fiscal Director 339.17

DATE: March 16, 2009

SUBJECT: THE REGIONAL MEDICAL CTR-GU09-25855-00 AMENDMENT FY2010

Memphis Mental Health Institute (339.17) is requesting an amendment to the food services contract with The Regional Medical Center (The MED), GU09-25855-00, for FY2010 in the amount of an additional \$473,121.00. This is the same amount of the current contract.

Our estimates show that we should be able to cover the 4% increase to only three of the items in the rate section of C.3., Payment Methodology. These services are essential to daily operations of the hospital in servicing our service recipients.

The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State. This part of daily operations must continue without interruption in services especially since the building was not designed to allow for food preparation and service in the facility.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Linda C. White	*Contact Phone:	901-577-1821
*Contract Number:	GU-0925855	*RFS Number:	339.17-960
*Original Contract Begin Date:	7/1/2008	*Current End Date:	6/30/2009
Current Request Amendment Number: <i>(if applicable)</i>	1		
Proposed Amendment Effective Date: <i>(if applicable)</i>	7/1/2009		
*Department Submitting:	TDMHDD		
*Division:	Memphis Mental Health Institute		
*Date Submitted:	3/11/2009		
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes		
*Contract Vendor Name:	Shelby County Healthcare Corp d/b/a/ The Regional Medical Ctr at Memphis (a/k/a The MED)		
*Current Maximum Liability:	\$473,121.00		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY:2009	FY:	FY:	FY:
\$473,121.00	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>			
FY:2009	FY:	FY:	FY:
\$189,490.92	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	It is expected that almost all of the total contract allocation will be spent in the remaining 5 months in FY2009. The rate of monthly spending has averaged over \$35,000.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:	State:	Federal:	
Interdepartmental:		Other:	\$473,121.00

Supplemental Documentation Required for
Fiscal Review Committee

If "other" please define:	Current Service funds received from Patient billings paid by Insurance or TennCare.	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A, no other amendments		
Method of Original Award: <i>(if applicable)</i>		Non-Competitive

REVISED CALCULATIONS-3 1/2% INCR (ADDITIONAL 1/2% DECREASE IN RATES)
 STATISTICAL ANALYSIS FOR FY2010-FOOD SERVICE COST

	REVISED FY2010	REVISED FY2010	ORIGINAL FY2010	FY2009	FY2009	FY2008
Cost of Meals per Resident Day (see Section A.2.e.)	\$ 20.16	\$ 20.16	\$ 20.23	\$ 19.48	\$ 19.48	\$ 17.84
\$20.16 per resident per day for the first fifty (50) patients						
\$12.67 per resident day for additional patients exceeding fifty (50) patients	\$ 12.67	\$ 12.67	\$ 12.73	\$ 12.24	\$ 12.24	\$ 10.81
Catering Services per Person (see Section A.2.c., Section A.2.d., and Attachment 03) Admission's Choice Boxed Lunch Meal						
Hot Meal Plate	\$ 2.59	\$ 2.59	\$ 2.59	\$ 2.50	\$ 2.50	
Cold Meal Plate	\$ 9.95	\$ 9.95	\$ 9.95	\$ 9.95	\$ 9.95	\$ 9.50
Birthday/Special Occasion Cake	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25	\$ 7.95
Punch	\$ 1.55	\$ 1.55	\$ 1.55	\$ 1.50	\$ 1.50	\$ 1.65
Danish/Muffin Tray	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	
Cheese/Cracker Tray	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.25
Cookie/Brownie Tray	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.25
Fruit/Vegetable Tray	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.25
Training Tray	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 2.95
						\$ 3.50

S064 STARS 03/11/09
DOCUMENT FILE 14:14

DIRECT ACCESS:

FUNCTION: I (I, N), F1-HELP, F2-RETURN TO MENU, F4-END DIRECT ACCESS
DEPT: 339 CMB DIV: 17 FFY: 09 FUND: 11 DOC NO: GU0925855 00 GLACCT: 0450
PERIOD SELECTION: CMB (CMB PMB PY)

DESCRIPTION: 070108 FOOD & NUTRITION SRVICES
COST CENTER: 20720 08J: 083 AGY OBJ: 999 SRC: AGY SRC:
ORG CODE: 20 70 72 PROJECT: LOCATION:
PGM CODE: 001 017 GRANT: SUB ACCT:
VENDOR NO: V62113169 07 VENDOR NAME: REGIONAL MEDICAL CENTER

DATE SEGMENT DOCUMENT AMT: 473,121.00
CREATE: 111408 ADJUSTMENTS: .00
LAST PROC: 012609 LIQUIDATIONS: 189,490.92

CLOSE RECEIPT/RYMT 189,490.92

DUE: RETENTION: .00

DOCUMENT: 063009
BALANCE 283,630.08

Z06 SUCCESSFUL RECALL
Z41 ENTER INQUIRY DATA

**NON-COMPETITIVE AMENDMENT REQUEST:
REVISED 4 24 09**

NON-AMD129008

APPROVED

Commissioner of Finance & Administration

1) RFS #	339.17-960	
2) Procuring Agency :	TDMHDD-MEMPHIS MENTAL HEALTH INSTITUTE	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	FOOD SERVICE	
4) Contractor :	Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)	
5) Contract #	GU0925855-00	
6) Contract Start Date :	July 1, 2008	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2009	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 473,121	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	1	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	July 1, 2009	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2010	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 946,242	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :	<p>MMHI is requesting an amendment to the present food service contract with the MED with a 3.5% increase on four (4) of the service description items in the current contract listed in section C. 3 for FY2010. The projected expenditure for CY2009 is expected to be 5% less than the budget amount. Since the 3.5% increase does not effect all the food items, the overall contract amount does not have to be increased.</p>	
15) Explanation of Need for the Proposed Amendment :	<p>The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective deliver of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State even with the 3.5% increase.</p>	
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)	<p>The Regional medical Center at Memphis d/b/z the MED, 877 Jefferson Avenue, Memphis, TN 38103, owned by Shelby County</p>	

Government and operated through its agent, the Shelby County Healthcare Corporation.

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

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

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

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

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

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

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

The MMHI facility was designed with the intent that it contract with the MED for the provision of food services. See paragraph 15 above regarding the intent of the parties.

21) Justification for the Proposed Non-Competitive Amendment :

The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State. The parties of the MMHI construction project evidenced their intent that the MED and MMHI would contract these services as stated in the term sheet.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)


SIGNATURE & DATE

4/24/09

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

1) RFS #	33917-96010	
2) Procuring Agency :	TDMHDD-MEMPHIS MENTAL HEALTH INSTITUTE	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	FOOD SERVICE	
4) Contractor :	Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)	
5) Contract #	GU0925855-00	
6) Contract Start Date :	July 1, 2008	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2009	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 473,121	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	1	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	July 1, 2009	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2010	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 946,242	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :	<p>MMHI is requesting an amendment to the present food service contract with the MED with a 4% increase on four (4) of the service description items in the current contract listed in section C. 3 for FY2010. The projected expenditure for CY2009 is expected to be 5% less than the budget amount. Since the 4% increase does not effect all the food items, the overall contract amount does not have to be increased.</p>	
15) Explanation of Need for the Proposed Amendment :	<p>The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State even with the 4% increase.</p>	
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)	<p>The Regional Medical Center at Memphis d/b/a the MED, 877 Jefferson Avenue, Memphis, TN 38103, owned by Shelby County Government and operated through its agent, the Shelby County Healthcare Corporation.</p>	

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

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

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

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

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

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

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

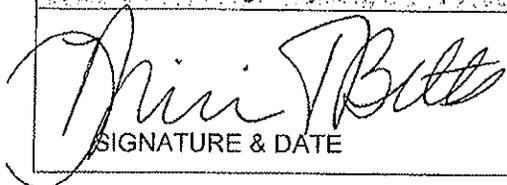
The MMHI facility was designed with the intent that it contract with the MED for the provision of food services. See paragraph 15 above regarding the intent of the parties.

21) Justification for the Proposed Non-Competitive Amendment :

The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State. The parties of the MMHI construction project evidenced their intent that the MED and MMHI would contract these services as stated in the term sheet which was provided as a part of the original non competitive contract request. (attached)

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)


SIGNATURE & DATE

3/20/09



CONTRACT AMENDMENT

Agency Tracking # 33917-960	Edison ID 6037	Amendment # 01
---------------------------------------	--------------------------	--------------------------

Contractor Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-1113169-07
---	---

Amendment Purpose/ Effects
Amendment #1 for the food & nutrition services

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

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009				\$473,121.00	\$473,121.00
2010				\$473,121.00	\$473,121.00
TOTAL:				\$946,242.00	\$946,242.00

--- COMPLETE FOR AMENDMENTS ---		
END DATE AMENDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2009	\$473,121.00	
2010		\$473,121.00
TOTAL:	\$473,121.00	\$473,121.00

Agency Contact & Telephone # Gene Wood (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) <i>Gene Wood</i>
Speed Code
Account Code 20720/08399

--- OCR USE ---

M. J. [Signature]

F&A Secured Document

GU0925855-01

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

RECEIVED
OCT 16 2009
FISCAL REVIEW

**AMENDMENT ONE
TO GU09-25855-00**

This Contract Amendment is made and entered by and between the State of Tennessee, of Mental Health and Developmental Disabilities, Memphis Mental Health Institute, hereinafter referred to as the "State" and Shelby County Healthcare Corporation, DBA The Regional Medical Center at Memphis, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of Contract Section C.1. 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 Nine Hundred Forty Six Thousand Two Hundred Forty Two Dollars (\$946,242). 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. The text of Contract Section C.3. is deleted in its entirety and replaced with the following:

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

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

Service Description	Amount (per compensable increment)
Cost of Meals per Resident Day (see Section A.2.e.)	\$20.16 per resident per day for the first fifty (50) patients \$12.67 per resident day for additional patients exceeding fifty (50) patients

Catering Services per Person (see Section A.2.o., Section A.2.p., and Attachment 03)	
Admission's Office Boxed Lunch Meal	\$2.59 per person
Hot Meal Plate	\$9.95 per person
Cold Meal Plate	\$8.25 per person
Birthday/Special Occasion Cake	\$1.55 per person
Punch	\$0.90 per person
Danish/Muffin Tray	\$1.50 per person
Cheese/Cracker Tray	\$2.75 per person
Cookie/Brownie Tray	\$1.75 per person
Fruit/Vegetable Tray	\$3.50 per person

- c. The cost for all catering services shall be based on a per person cost and include the cost for providing beverages (except punch), condiments, paper and plastic supplies, and labor.
- d. The Admission's Office boxed lunch meal shall be prepared according to the regular diet guidelines.
- e. The hot meal plate shall include a meat, two (2) vegetables, bread, drink, and dessert. For the hot meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03)
- f. The cold meal plate shall include a meat sandwich, vegetables, chips, drink, and dessert. For the cold meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03).
- g. For both hot and cold meal plates, a vegetarian option shall be available.
- h. Each birthday/special occasion cake shall yield thirty (30) portions.
- i. Arrangements for all catering services shall be agreed to in writing by both parties prior to preparation.

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

IN WITNESS WHEREOF:

SHELBY COUNTY HEALTHCARE CORPORATION DBA THE REGIONAL MEDICAL CENTER AT
MEMPHIS:

Claude D. Watts 6/19/09
CONTRACTOR SIGNATURE DATE

CLAUDE WATTS, INTERIM CEO
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:

Virginia T. Betts 6-7-09
VIRGINIA TROTTER BETTS, MSN, JD, RN, FAAN, DATE
COMMISSIONER



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

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

Rep. Charles Curtiss, Chairman
Representatives

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

Donna Rowland
David Shepard
Curry Todd
Eddie Yokley

Sen. Douglas Henry, Vice-Chairman
Senators

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

Reginald Tate
Jamie Woodson

M E M O R A N D U M

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

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

DATE: June 25, 2008

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meetings 6/24)

cc
BK

RFS# 339.17-960

Department: Mental Health and Developmental Disabilities

**Contractor: Shelby County Healthcare Corp d.b.a. The Regional
Medical Center at Memphis (The MED)**

**Summary: The proposed contract is for the provision of food
services at the Memphis Mental Health Institute (MMHI). The one-
year contract has a term beginning July 1, 2008, and ending June
30, 2009, with the option to extend in one-year increments for a
total of five years.**

Maximum liability: \$473,121

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

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



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

320 Sixth Avenue, North - 8th Floor
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Lt. Governor Ron Ramsey, *ex officio*

Reginald Tate
Jamie Woodson

M E M O R A N D U M

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

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

DATE: May 14, 2008

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meetings 5/12)

CC
BK

RFS# 339.17-960

Department: Mental Health and Developmental Disabilities
**Contractor: Shelby County Healthcare Corp d.b.a. The Regional
Medical Center at Memphis (The MED)**

**Summary: The proposed contract is for the provision of food
services at the Memphis Mental Health Institute (MMHI). The one-
year contract has a term beginning July 1, 2008, and ending June
30, 2009, with the option to extend in one-year increments for a
total of five years.**

Maximum liability: \$473,121

After review, the Fiscal Review Committee voted to defer action on the
contract until the next scheduled meeting.

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

REQUEST: NON-COMPETITIVE CONTRACT

*Revised request to match
FRC recommendation*

CY08
#717

6-5-08

APPROVED see attached FRC recommendation

M. D. Asch
Commissioner of Finance & Administration

Date: JUL 03 2008

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

1) RFS #	338,17-860
2) State Agency Name	TDMHDD-MEMPHIS MENTAL HEALTH INSTITUTE
3) Service Caption	Food Service
4) Proposed Contractor	Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	July 1, 2008
6) Contract End Date if all Options to Extend the Contract are Exercised :	June 30, 2009
7) Total Maximum Cost if all Options to Extend the Contract are Exercised :	\$473,124
8) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide this service
9) Description of Service to be Acquired :	The service to be acquired pursuant to this request is food services for the newly constructed Memphis Mental Health Institute (MMHI), located at 951 Court Avenue, Memphis, TN. The features of the new construction required modification of the operational needs of MMHI, i.e., new MMHI building was not designed to allow for food preparation and service in the facility. Intent of all parties to this construction was that MMHI would contract with the MED, a free-standing healthcare facility operated as a component unit of the Shelby County government, for the provision of food services. The MED has provided these food services to MMHI since October 1, 2007, contract Number: GU08-22099.0B.
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	The project for the new MMHI facility at 951 Court Avenue, Memphis, TN, provided a means for the State government to partner with local governmental and private agencies as well as other state agencies for the provision of healthcare services in Shelby County and West Tennessee. This was a first-of-its-kind project, involving the State Departments of Finance and Administration, Mental Health and Developmental Disabilities, University of Tennessee, Shelby County Mayor and Council and the MED, and Methodist Hospital. To effectuate the desired partnership between the various groups, a Term Sheet was drawn up setting forth the intent of the parties. A signed copy of this Term Sheet is attached. All parties to the Term Sheet understood that the new MMHI would be built adjacent to the MED, with a physical connection between the two healthcare facilities, so as to provide both efficient and effective physical and mental healthcare to the patients. This physical connection between the MED and MMHI meant that MMHI was designed without a means of providing food services, i.e., the design of the new building requires different specifications that are not available under the present contract such as thermal-heating trays and food delivery. All parties to the Term Sheet intended that MMHI and the MED would contract for the provision of food services and other ancillary services, as needed. See Paragraph 1 under The MED (2 nd page) and Paragraph 9 (4 th page) of the attached Term Sheet. In order to carry out the intent of the Term Sheet parties involved in the

JUL 03 2008
RECEIVED

approval for a non-competitive contract for food services. The MED is a component unit of the Shelby County Government and is operated by the Shelby County Healthcare Corporation. The Governmental Tort Liability act has been extended to cover the MED and its operations.

11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used:

In the past this service was bought through a non-competitive process.

12) Name & Address of the Proposed Contractor's Principal Owner(s) (not required if proposed contractor is a state education institution)

The Regional Medical Center at Memphis d/b/a the MED, 877 Jefferson Avenue, Memphis, TN 38103, owned by Shelby County Government and operated through its agent, the Shelby County Healthcare Corporation.

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service:

The MED has provided healthcare services (including food services) to its patients in Memphis, Tennessee since 1929.

14) Documentation of Office for Information Resources Endorsement (required only if the subject service involves information technology):

select one: Documentation Not Applicable to this Request Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement (required only if the subject service involves training for state employees)

select one: Documentation Not Applicable to this Request Documentation Attached to this Request

16) Documentation of State Architect Endorsement (required only if the subject service involves construction or real property related services)

select one: Documentation Not Applicable to this Request Documentation Attached to this Request

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

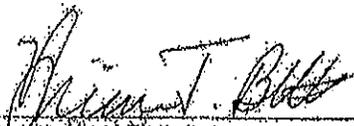
The MMHI facility was designed with the intent that it contract with the MED for the provision of food services. See paragraph 10 above regarding the intent of the parties to the Term Sheet (attached).

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification)

The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State. The parties of the MMHI construction project evidenced their intent that the MED and MMHI contract via a Term Sheet which is attached.

REQUESTING AGENCY HEAD SIGNATURE & DATE:

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR-- signature by an authorized signatory will be accepted only in documented exigent circumstances)


Agency Head Signature

7/1/08
Date

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED Commissioner of Finance & Administration Date:	RECEIVED APR 25 2008 FISCAL REVIEW
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Each of the request items below indicates specific information that <u>must</u> be individually detailed or addressed <u>as required</u> . A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.	
1) RFS #	339.17-960
2) State Agency Name :	TDMHDD-MEMPHIS MENTAL HEALTH INSTITUTE
3) Service Caption :	Food Service
4) Proposed Contractor :	Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (a/k/a The MED)
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	July 1, 2008
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2013
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$2,365,605
8) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service
9) Description of Service to be Acquired :	
The service to be acquired pursuant to this request is food services for the newly constructed Memphis Mental Health Institute (MMHI), located at 951 Court Avenue, Memphis, TN. The features of the new construction required modification of the operational needs of MMHI, i.e., new MMHI building was not designed to allow for food preparation and service in the facility. Intent of all parties to the construction was that MMHI would contract with the MED, a free standing healthcare facility operated as a component unit of the Shelby County government, for the provision of food services. The MED has provided these food services to MMHI since October 1, 2007, contract Number GU08-22699-00. It is our intent to enter into a one year contract with the MED in the amount of \$473,121 with the option to renew for a period not to exceed five years, ending June 30, 2013.	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	
The project for the new MMHI facility at 951 Court Avenue, Memphis, TN, provided a means for the State government to partner with local governmental and private agencies as well as other state agencies for the provision of healthcare services in Shelby County and West Tennessee. This was a first-of-its-kind project, involving the State Departments of Finance and Administration, Mental Health and Developmental Disabilities, University of Tennessee, Shelby County Mayor and Council and the MED; and Methodist Hospital. To effectuate the desired partnership between the various groups, a Term Sheet was drawn up setting forth the intent of the parties. A signed copy of this Term Sheet is attached. All parties to the Term Sheet understood that the new MMHI would be built adjacent to the MED, with a physical connection between the two healthcare facilities, so as to provide both efficient and effective physical and mental healthcare to the patients. This physical connection between the MED and MMHI meant that MMHI was designed without a means of providing food services, i.e., the design of the new building requires different specifications that are not available under the present contract such as thermal heating trays and food delivery. All parties to the Term Sheet intended that MMHI and the MED would contract for the provision of food services and other ancillary services, as needed. See Paragraph 1 under The MED (2 nd page) and	

Paragraph 9 (4th page) of the attached Term Sheet. In order to carry out the intent of the Term Sheet parties, MMHI is seeking approval for a non-competitive contract for Food Services. The MED is a component unit of the Shelby County Government and is operated by the Shelby County Healthcare Corporation. The Governmental Tort Liability act has been extended to cover the MED and its operations.

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In the past this service was bought through a non-competitive process.

12) Name & Address of the Proposed Contractor's Principal Owner(s) :
(not required if proposed contractor is a state education institution)

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13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

The MED has provided healthcare services (including food services to its patients) in Memphis, Tennessee since 1829.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one: Documentation Not Applicable to this Request Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one: Documentation Not Applicable to this Request Documentation Attached to this Request

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(required only if the subject service involves construction or real property related services)

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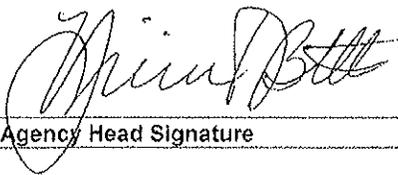
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18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process:
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The new facility was designed with the intent that it would contract with the MED for the provision of food services. MMHI is physically attached to the MED to allow for efficient and effective delivery of physical and mental health services, including food services, benefiting both facilities. Acquiring daily operational services (food services) from the MED will likely result in a cost savings for the State. The parties of the MMHI construction project evidenced their intent that the MED and MMHI contract via a Term Sheet which is attached.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

4/9/08

Date



I. Catering Guide

Welcome to Sodexho Catering Services. We offer catering services at The MED Hospital Complex. We are pleased to have an opportunity to provide catering services for your every need. Sodexho is committed to providing the highest quality product and the best customer service possible. We have designed this Catering Manual to help you plan your event. This is only a guide, if you require additional menu planning or have any questions, please contact our catering manager at (901) 545-7753.

II. Policies and Procedures

1. All catering must be requested through the Catering Request Form (Sample enclosed). This form must be filled out in its entirety and approved by your Department Head and / your V. P. Administrator. Any request without approval will not be honored.
2. All catering request must be received in the Catering Department at least three (3) business days in advance. Functions exceeding 30 people must be received seven (7) business days in advance. Request submitted late may not be honored.
3. Catering will be provided anywhere in the Hospital Complex. Any off-site catering may require customer pick-up.
4. All Catering Room Reservations must be arranged with the Training and Development Department, by calling 545-7379.
5. All Room Set-ups /Layouts must be arranged with the Housekeeping Department, By calling 545-7444.
6. There is a minimum surcharge of \$10.00 for functions less than 6 people.
7. A twenty-four (24) hour notice is required for cancellations and changes in guest count. The customer is liable for all charges if cancelled on day of event.
8. Additional labor charges may occur if functions exceed normal department standards, or if request are after normal opening hours. Normal hours are 7:00 a.m. to 4:00 p.m., Monday through Friday.
9. Payment for catering services can be made by:
 - a. Transfer voucher billing to account number / cost center
 - b. Direct billing with payment due upon receipt: (cash / center). Please make checks payable to Sodexho.
10. For additional Catering Request Forms, please contact the Catering Office at (901) 545-7753.

Thank You





Sodexo Department of Food & Nutrition Services Catering Request Form

Person Requesting: _____ Date of Function: _____

Telephone #: _____ Location: _____

Account Name: _____ Time Needed: _____

Account #: _____ Time Ended: _____

Number of Guest: _____

Bill To Information (If other than account #):

Name:

Address:

City, State, Zip:

Telephone #:

Type of service (circle one):	Pick-up Buffet	Full-Service Buffet (Added Charge)
Dishes (circle one):	Paper	Regular China VIP China
Tablecloth (circle one):	Paper-tablecloth	Linen-tablecloth Placemat
Napkin (circle one):	Paper-napkin	Linen-napkin
Color Preferences:		
Flower Preferences:		

Note: There is additional charges for linens, flowers, rentals and full-service.

MENU

Estimated Cost Per Person: _____ Total Cost: _____

All function requests must be received with-in the Catering Department at least 3 business days prior to the function. Functions exceeding 30 people must give at least 7 business days notice. Functions received late may not be honored.

Department Head Approval: _____ Date: _____

V. P. Administrator Approval: _____ Date: _____



Breakfast & Brunch

Steak 'n Eggs

Chilled Orange Juice
Breakfast Steak with Fluffy Scrambled Eggs
Home Fried Potatoes
Biscuits with Butter & Jam, Beverages
\$8.40

Traditional Breakfast

Chilled Assorted Juices
Fluffy Scrambled Eggs
Bacon, Sausage, or Ham, Home Fried Potatoes
Croissants with Butter & Jelly, Beverages
\$7.85

Continental Breakfast

Chilled Orange Juice
Assorted Muffins, Petit Danish
Medley of Fresh Fruit
\$6.00

Low Cholesterol Breakfast

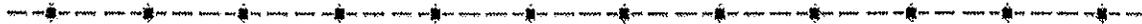
Chilled Orange Juice
Hot Oatmeal with Brown Sugar
Fresh Fruit Platter, Egg Beaters
Turkey Ham or Low Cholesterol Bacon
Pan Fried Potatoes (Vegetable Shortening)
Bran Muffins and Whole Wheat Bagels
Beverages
\$7.80

Southwest Breakfast

Chilled Orange Juice
Eggs Rancheros, Tortillas with Salsa
Refried Beans & Rice, Assorted Muffins & Beverages
\$6.80

Omelet Breakfast

Chilled Assorted Juices
Choice of Omelet, Home Fried Potatoes
Fresh Fruit Garnish, Breakfast Pastries
Beverages
\$7.15



VIP Brunch Buffet

Chilled Fruit Juices
Carved Banquet Ham or Roast Beef
Choice of Two: Crisp Bacon, Sausage or Turkey Link
Choice of Three Entrees:
Eggs Benedict, Fluffy Scrambled Eggs
French Toast or Pancakes
Cheese Stratta, Baked Chicken, Chicken Breast
Seafood Creole
Chef's Potatoes & Rice
Fresh Fruit Platter
Tossed Garden Salad
Fresh Vegetables
Assorted Pastries
Biscuits & Gravy
Desserts
Beverages
\$13.55

Chieftain Breakfast Buffet

Chilled Fruit Juices
Fluffy Scrambled Eggs
Fresh Fruit Platter
Choice of Two: Crisp Bacon, Sausage or Ham
Home Fried Potatoes
Biscuits & Gravy
Beverages
\$8.20

Buffet Breakfast

Chilled Fruit Juices
Scrambled Eggs & French Toast
Choice of two: Crisp Bacon, Sausage and Ham
Hash Brown Potatoes, Fresh Fruit Platter,
Biscuit with Gravy
Beverages
\$7.00



Luncheons 1

Lunches-To-Go

The Warrior Feast

Southern Fried Chicken
Or
Italian Grilled Chicken Breast With Rosemary
Potato Salad
Fresh Fruit Salad
Cookies
Soda
\$9.95

The French Picnic

A Wedge of Brie and Cheddar Cheese
Dry Salami
Marinated Artichoke Hearts
Black Olives
Seasonal Fresh Fruit
French Rolls & Butter
Brownie Nut Bar
Soda or Bottled Water
\$8.95

The Collegian

Ham, Turkey or Roast Beef on Croissant
Rotelli Pasta Salad
Fresh Fruit Salad
Cookies
Soda
\$8.25

The Deli

Salami, Bologna
Swiss and Provolone Cheese
French or Hoagie Roll
Fresh Fruit Salad
Cookies
Soda
\$8.25



The Vegetarian

Cheddar, Jack, Avocado and Sprouts
On a Kaiser Roll
Tri Pasta Salad
Fresh Fruit Salad
Brownie Nut Bar
Soda
\$8.25



Luncheons 2

All Entrees include: Soup or Salad, Potatoes or Rice, Vegetables, Rolls, Butter, Beverages and Desserts

Petit Filet

Bacon Wrapped Filet Mignon served with
Stuffed Potatoes or Blended Rice
\$12.75

London Broil

Thinly sliced Marinated Flank Steak
Topped with Bordelaise Sauce
\$10.35

Open Faced Steak Sandwich

Eight-ounce steak cooked to perfection
Served on Sourdough French Roll
\$9.95

Brochette of Beef

Tender cubes of Marinated Beef with Mushrooms
Onions and Bell Peppers
On a skewer
\$9.95

Beef and Vegetable Stir Fry

Tempting strips of Beef or Chicken Stir-Fry with Oriental
Style vegetables over a bed of steamed rice
\$9.95

Sole Meuniere

Fresh Filet seasoned with Lemon Butter
\$9.95

Seafood Croissant

Sumptuous Bay Shrimp or Crab Salads on
Freshly baked Vie de France Croissants
\$8.95

VIP Croissant

Generous layers of Breast of Turkey, Bacon
And Cheese on Flaky Croissant
With lettuce and tomato
\$8.25

Croissant Sandwich

Choice of any of the following:
Cashew Chicken, Thinly Sliced Roast Beef with
Jack Cheese or Ham with Swiss cheese
\$8.25

Chicken Dijon

Grilled Boneless Breast of Chicken
Served with Creamy Mustard Sauce
\$9.95

Grilled Chicken Sandwich

Boneless Chicken Breast Marinated and Grilled
\$8.25

Chicken Divan Crepes

Crepes stuffed with Chicken and Broccoli
Topped with Sour Cream and Mushroom Sauce
\$9.25

Chicken with Cashews

Stir Fried Chicken pieces, sautéed with green
Peppers, onions and Cashews.
Served on a bed of rice
\$8.25

Pasta Primavera

Fettuccini in Creamy Basil Sauce with Fresh Vegetables and Julienne Chicken Breast
\$8.25



Luncheons 3

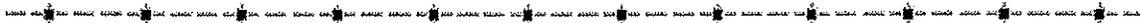
Luncheon Buffets

VIP Luncheon Buffet

Choice of Soup
 Tossed Green Salad
 With Toppings and Dressings
 Fresh Vegetable Platter
 Chinese Chicken
 Tuna Salad
 Cascade of Cheese and Fresh Fruit
 Sliced Country Ham, Roast Beef
 Turkey and Pastrami
 Assorted Rolls and Breads
 Choice of Dessert
 Beverages
 \$9.60

Hot Luncheon Buffet

Tossed Green Salad
 With Topping and Dressings
 Cascade of Fresh Fruit
 Choice of two entrees:
 Beef Burgudy or Stroganoff over Noodles
 Meat, Spinach or Three Cheese Lasagna
 Seafood Newburg or Creole Roast Chicken,
 Chicken Tempura, Beef, Pork or
 Chicken Stir-Fry all served with Rice
 Fresh Vegetable
 Rolls and Butter
 Choice of Dessert
 Beverages
 \$10.35



Deli Buffet

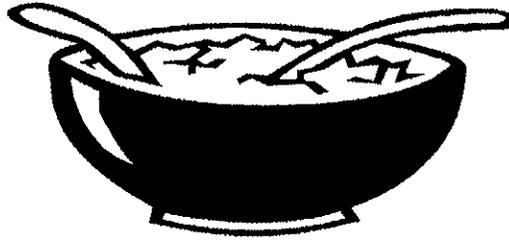
Tossed Green Salad
 With Topping and Dressings
 Fresh Vegetable Platter
 Potato or Pasta Salad
 Cascades of Cheese and Fresh Fruit
 Sliced Country Ham, Roast Beef,
 Turkey and Pastrami
 Assorted Rolls and Breads
 Condiments
 Choice of Dessert
 Beverages
 \$9.95

Soup and Salad Buffet

Choice of Soup
 Tossed Green Salad
 With Topping and Dressings
 Fresh Vegetable Platter
 Cashew Chicken Salad
 Shrimp Salad
 Cascade of Cheese and Fresh Fruit
 Assorted Rolls and Breads
 Choice of Dessert
 Beverages
 \$8.95

BBQ Pork Buffet

Southern Style pulled BBQ Pork
 Southern Style Baked Beans
 Cole Slaw
 Corn on the Cob
 Assorted Rolls and Breads
 Choice of Dessert
 Beverages
 \$9.55



Buffets & Salads

Salads

All Salad Entrees include: Fruit Cup or Soup, Rolls and Butter, Beverages and Desserts

VIP Crab Louie

Bed of Mixed Greens, topped with
Shrimp or Crab, sliced Vegetables,
Avocado, Tomato and
Variety of Dressings
\$10.00

Chicken Salad Supreme

Chunks of Chicken mixed with Walnuts,
Apples and Dressing served
On a Bed of Lettuce
\$8.80

“Beale Street” Celebration

Grilled Marinated Chicken Breast Strips
With Romaine Lettuce, croutons & Parmesan
Cheese, served with Fresh
Baked Rolls or Garlic Bread
\$7.60

Cobb Salad

Turkey and Bacon with Diced Tomato,
Avocado, Egg, Cucumber, Crumbled
Bleu Cheese with choice of Dressing
\$8.80



Pineapple Boat

Seasonal Fresh Fruit presented in a Carved
Pineapple Boat topped with Coconut, Walnuts,
And Strawberry Yogurt Dressing and served
With Banana nut Bread
\$7.60

Fiesta Salad

Shredded Beef or Chicken with Green Chillies,
Lettuce, Onion, Tomatoes and Cheese in a crispy
Tortilla Shell, Garnished with Guacamole,
Sour Cream, Olives and Salsa
\$7.40

Chef Salad

Crisp Lettuce with Julienne Ham and Turkey,
Swiss and Cheddar Cheese,
Hard Boiled Eggs and
Tomato Wedges
\$7.40

Pasta Salad

Tri-Color Rotelli Noodles, Broccoli, Cheese,
Carrots, Mushrooms and Diced Salami,
\$7.00



Buffets & Salads

Western Buffet

Vegetable Platter
Cole Slaw
Potato Salad
Choice of Two entrees:
BBQ Beef Ribs or Brisket,
Southern Fried or BBQ Chicken
Smoked Sausage
Ranch Beans
Corn on the Cob
Corn Bread
Apple or Cherry Cobbler
Beverages
\$10.00

Luau Buffet

Mixed Oriental Salad with Dressing
Fresh Seasonal Fruits
Choice of two entrees:
Ham Steak Hawaiian, Madarin Spare Ribs,
Chicken Pineapple Polynesian,
Teriyaki Beef Stir-Fry,
Sweet and Sour Pork
Fried Rice
Stir Fry Vegetables
Sweet Breads
Pineapple Upside Cake
Beverages
\$10.35

Viva Italian Buffet

Tossed Garden Salad with Dressings
Choice of Two entrees:
Spaghetti with Marinara Sauce & Meat sauce
Beef or cheese Lasagna
Italian Vegetables Medley
Garlic Bread
Brownies or Cookies
Beverages
\$8.95

Fiesta Buffet

Fresh Fruit Platter
Mexican Garden Salad
Cheese Enchiladas
Chicken or Beef Fajitas
Chicken or Beef Burritos with Green Chillies
Spanish rice and Frijoles
Assorted Toppings
Tortilla Chips and Salsa
Flan or Churros
\$10.00

VIP Buffet

Mini Salad Bar with Dressings
Fresh Fruit or Fresh Vegetable Platter
Carved Prime Rib of Beef
Country Baked Ham or Carved Turkey Breast
Baked Potatoes with Toppings
Fresh Vegetables
Rolls and Butter
Choice of Dessert
Beverages
\$13.20

University Buffet

Selected Gourmet Salads
Fresh Fruit or Fresh Vegetable Platter
Choice of two entrees:
Southern Fried or Baked Chicken,
Choice Roast Beef, Seafood Creole, Chicken Fried
Steak, Baked Fish or Baked Ham
\$10.35



Dinners

All Entrees include: Soup or Salad, Vegetable, Potato or Rice, Rolls and Butter, Beverages and Dessert.

Beef Wellington

Center cut Tenderloin of Beef wrapped in
A French puff pastry. Oven baked and served
with Bordelaise Sauce
\$15.95

Choice New York Steak

The beef eater's delight, charbroiled to perfection
\$14.00

Chopped Steak

Wrapped in Bacon with Mushroom Sauce
\$9.55

Roast Pork Madeira

Loin of Pork marinated in Madeira Wine roasted
To perfection and served with Madeira sauce.
\$11.95

Filet Mignon

Cut from the center of the finest Tenderloin,
Garnished with sautéed mushroom caps
\$15.95

Roast Whole Sirloin of Beef

Roast Sirloin carved to order.
So tender, it will melt in your mouth
\$13.55

Stuffed Pork Chop

Oven baked and filled with apple walnut stuffing
\$9.55

Manicotti

Stuffed Pasta Shells with blended cheeses
Served with Marinara Sauce
\$9.80

Fresh Salmon Filet

The Pride of the Northwest, flame broiled
Served with Sauce Bernaise
\$13.55

Sword Fish

Flame broiled, served with a creamy
Tarragon or dill sauce
\$13.55

Chicken Oscar

Sautéed Boneless Breast of Chicken with
Asparagus, Crab Meat and Hollandaise Sauce
\$11.95

Veal Marsala

Thin slices of Veal, sautéed with mushrooms,
Green peppers, onions and tomatoes in a tasty
Marsala wine sauce
\$12.40

Breast of Chicken Coriander

Boneless Chicken Breast, marinated in lime
juice, honey and coriander. Served with rice
\$11.95

Chicken Breast with Champagne Sauce

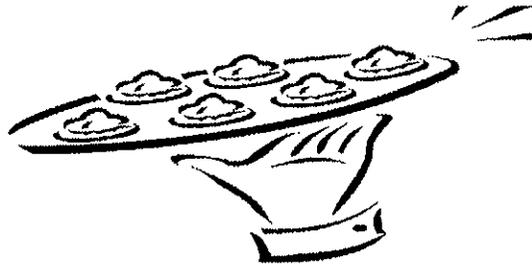
Boneless Breast with rich Cream Sauce, served
over a bed of rice.
\$11.95

Chicken Kiev

Breast of Chicken with creamy butter Herbs,
Served with a bed of Rice
\$11.95

Chicken Fried Steak

5 oz. Beef served with Country Gravy
\$7.15



Hors d'oeuvres

Cold Hors d'oeuvres

Gourmet Cheese with Crackers and Baguettes
\$2.95 per person

Cheese Ball with Assorted Crackers
\$2.75er person

Cheese Cubes with Crackers
\$2.275r person

Fresh Fruit Platter
\$2.95 per person

Shrimp Cocktail
\$Market Price

Gourmet Deli Meats and Cheese Platter
\$5.95er person

Mini Croissant Sandwiches
\$9.00 per dozen

Pate with Melba Toast
\$2.50er person

Meat Salad Tray
\$4.95er person

Fresh Vegetables With Ranch Dip
\$2.75er person

Hot Hors d'oeuvres

Potato Skins with Condiments
\$3.95 per person

Stuffed Mushrooms
\$3.95 per person

Mozzarella Cheese Stix with Marinara Sauce
\$2.75er person

Assorted Mini Quiche
\$2.75person

Sweet & Sour Meatballs
\$2.50er person

Potato Chips
.95 per person

Potato or Tortilla Chips with Dip
\$2.00 per person

Mixed Nuts and/or Mints
\$2.25 per person

Crab Claws
\$Market Price

Coconut Fried Shrimp
\$4.95 per person

Mini Egg Rolls with Sweet & Sour Sauce
\$2.95 person

Chicken Fingers with Variety of Sauces
\$2.95er person

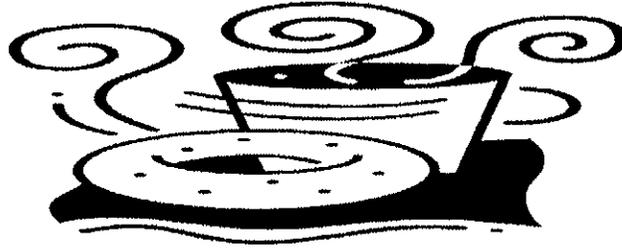
Chicken Drumettes
\$2.95er person

Cocktail Smokies
\$2.50per person

Helpful Hints

8 to 10 hors d'oeuvres per person Mid-afternoon or early evening

10 to 12 hors d'oeuvres per person Before Dinner or late evening



Pastries, Desserts & Beverages

Pastries & Desserts (per dozen)

Regular & Whole Wheat Croissant....\$2.00 each	Bagels with Cream Cheese.....\$1.35 each
Mini Croissants.....\$0.60 each	Cinnamon Rolls\$1.50 each
Danish\$1.25 each	Mini Danish \$0.65 each
Muffins.....\$1.25 each	Mini Muffins.....\$0.65 each
Doughnuts.....\$0.75 each	Breakfast Breads.....\$1.55 per slice
Coffee Cake.....\$1.45 per slice	

Sweets

Gourmet Cakes.....\$30.00 per cake	Petit Fours.....\$2.25 per person
Assorted Mini Pastries.....\$2.25 per person	Brownies.....\$1.25 per person
Cookies.....\$0.65 per person	

Cakes

Full Sheet Cake decorated and Inscribed, serves 70 – 80 guest.....\$69.95	Half Sheet Cake, decorated and Inscribed, serves 35 – 40 guest.....\$39.95
9" Round Cake, decorated and Inscribed, serves 12 – 14 guest.....\$15.00	

Beverages

Brewed Coffee.....\$.95 per person	Iced Tea..... \$0.95 per person
Assorted Herbal Teas.....\$.95 per person	Hot Apple Cider.....\$0.95 per person
Breakfast Juices.....\$1.60 per person	Punch.....\$0.95 per person
Lemonade.....\$0.95 per person	Sherbet Punch..... \$1.10 per person
Bottled Water.....\$1.25 per person	Can Sodas..... \$0.95 per person
Milk.....\$0.95 per person	



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APR 25 2008

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

FISCAL REVIEW

DATE: April 24, 2008
MEMORANDUM TO: Fiscal Review Committee
FROM: Linda Parker *Jica*
RE: Non-Competitive Contract Request

Approval of this request will allow the continuation of the Food Services Contract between the Department of Mental Health and Developmental Disabilities, Memphis Mental Health Institute, and Shelby County Healthcare Corporation d/b/a The Regional Medical Center at Memphis (AKA The MED).

The current contract expires June 30, 2008. This non competitive request seeks a five year contract expiring June 30, 2013. The base contract will include the term extension clause which will allow the State to extend the term year-to-year and adjust the funding levels. The base contract for the time period July 1, 2008 – June 30, 2009 is in the amount of \$473,121.

Attached is the Request: Non-Competitive Contract, Term Sheet, Contract Summary Sheet, and proposed Contract for the period July 1, 2008 – June 30, 2009.

Please let me know if you need additional information.

lp

Tennessee Department of Mental Health & Developmental Disabilities
Memphis Mental Health Institute Facility
Term Sheet

In order to maintain state-operated inpatient psychiatric services in Shelby County and in consideration of the State's transfer of 6.1 acres (current site of the Memphis Mental Health Institute) 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 (6.1 acres at the corner of Poplar/Dunlap) for a sum of \$12.5 million. Title shall be transferred to Methodist or its designee and the \$12.5 million will be deposited in escrow for initial project costs concurrent with the securing of the long-term financing by UT, 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.
3. Design and construct a new hospital on the Dobbs Building site and a portion of the Bowld Hospital site based upon specifications of TDMHDD including number of beds, total and specific area square footage, and treatment and program space utilizing the MTMHI prototype for standards and design specifications. Scope of project costs and activities include:
 - a. Design and construction will meet all applicable federal, state, and local codes, as well as requirements of JCAHO accreditation, CMS certification, and licensing agencies, the US Department of Justice program spaces desired, and the AIA standards for psychiatric hospitals.
 - b. Methodist Healthcare will obtain approval from the Tennessee State Building Commission (SBC), TDMHDD, F&A Office of Capital Projects Management, UT and the State Architect's Office for the design team chosen for the project; the Core Program for the facility; and all construction documents and major design changes during all phases of the project.
 - c. Methodist Healthcare will include representatives from TDMHDD, UT, and F&A in all construction progress meetings and grant them full access to the building site.
4. Methodist Healthcare will include the following items within its project cost estimations: site preparation, demolition of both the Bowld and Dobbs Buildings,

fixtures, furniture, equipment, architectural fees, and any other contingencies that may occur during the design/construction of this project.

5. Provide documents to TDMHDD, UT, and F&A as needed, for the Certificate of Need application.
6. Allow MMHI to continue occupancy of current hospital without rent while new facility is being constructed. Operation and maintenance will remain the sole responsibility of TDMHDD, along with the risk of loss.

University of Tennessee will:

1. Secure long-term financing for the balance of the project costs not covered by the \$12.5 million Methodist Healthcare payment.
2. Enter into a Development Agreement with Methodist Healthcare or its designee to construct the new MMHI facility.
3. Lease the completed facility to TDMHDD for MMHI at an amount amortized over a period of 20 years to retire remainder debt from construction project.
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 payment of the balance of the indebtedness 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 construction costs for the project.
6. Provide \$800,000 towards the total cost of the demolition of the Bowld and Dobbs properties.

Shelby County Government will:

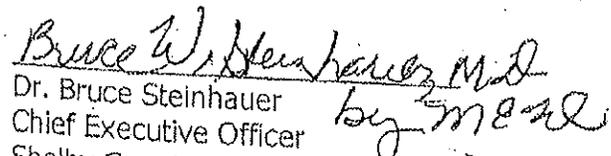
1. Subject to the approval of the Shelby County Board of Commissioners, convey good, clear and marketable title for those portions of the Bowld property at Court Street and the Dobbs property currently owned by the Shelby County Government to the State of Tennessee for an agreed upon sum of \$220,000.

The State of Tennessee/TDMHDD will:

1. Upon approval of the SBC, convey good, clear and marketable title at the time of closing to 6.1 acres of TDMHDD land and improvements at corner of Poplar and Dunlap, Memphis, TN, to Methodist Healthcare for the price of \$12.5 million.
2. Work with Methodist architect on specifications documents in a timely manner for the building project utilizing the MTMHI as a design prototype and provide a space program that meets the needs of MMHI to include, but not be limited to, number of beds, square footage, and treatment and program space. TDMHDD, the State Architect's office, and F&A Capital Projects Management will provide timely approval of construction documents and any subsequent major design changes.
3. Assign a TDMHDD representative to work with Methodist Architect on the design and construction project.
4. TDMHDD/State will include the retirement of approximately \$1 million in bond indebtedness on the Dobbs building 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.

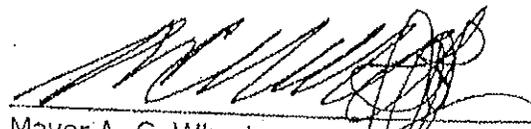
6. Lease the newly constructed facility from the University of Tennessee as the site for MMHI to provide state operated in-patient psychiatric services at an amount amortized over a period of 20 years to retire remainder debt from construction project. During the term of the lease, TDMHDD will be responsible 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 the balance of indebtedness.
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. File the Certificate of Need application for this project with the Health Services and Development Agency in accordance with required procedures and time frames.

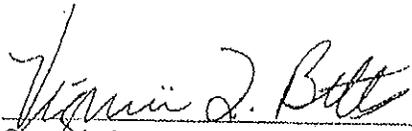
The parties understand that the terms set forth in this Term Sheet are not binding, are subject to the laws of the State of Tennessee, are subject to the parties' agreement regarding specifics of this transaction, and are contingent upon appropriate approvals from State officials, including but not limited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


 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

CONTRACT SUMMARY SHEET

021908

RFS #	Contract #
339.17-960	GU-09-25855-00

State Agency	State Agency Division
TDMHDD	MEMPHIS MENTAL HEALTH INSTITUTE

Contractor Name	Contractor ID# (FEIN or SSN)
SHELBY COUNTY HEALTHCARE CORP, DBA REGIONAL ME	C- or <input checked="" type="checkbox"/> V- 62-1113169-07

Service Description
FOOD & NUTRITION SERVICES

Contract BEGIN Date	Contract END Date	Subrecipient/Vendor?	CFDA #
7/1/2008	6/30/2009	Subrecipient	

Mark Each TRUE Statement	
<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
339.17	20720	083999	11	N/A	N/A

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009				\$ 473,121.00	\$ 473,121.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL	\$ -	\$ -	\$ -	\$ 473,121.00	\$ 473,121.00

COMPLETE FOR AMENDMENTS ONLY	State Agency Fiscal Contact & Telephone#
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FY	Base Contract & Prior Amendments	THIS Amendment ONLY	GENE WOOD (615) 532-8676
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NOV 10 2008

Gene Wood

State Agency Budget Officer Approval

Funding Certification (certification required by TCA § 8-1-510) that there is a balance in the appropriation from which the obligated expenditures required to be paid have not been previously expended to pay obligations previously.
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TOTAL	\$	MANAGEMENT SERVICES	\$	-	-
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End Date

Contractor Ownership (complete for ALL base contracts - N/A to amendments or delegated authorities)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> Government	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other	

Contractor Selection Method (complete for ALL base contracts - N/A to amendments or delegated authorities)		
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input checked="" type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	<input type="checkbox"/> Other*

Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
MEMPHIS MENTAL HEALTH INSTITUTE
AND
SHELBY COUNTY HEALTHCARE CORPORATION,
DBA THE REGIONAL MEDICAL CENTER AT MEMPHIS**

This Contract, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, Memphis Mental Health Institute, hereinafter referred to as the "State" and Shelby County Healthcare Corporation, DBA The Regional Medical Center at Memphis, hereinafter referred to as the "Contractor," is for the provision of Comprehensive Food Services, as further defined in the "SCOPE OF SERVICES."

Contractor Federal Employer Identification Number: 62-1113169-07

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. CONTRACTOR RESPONSIBILITIES

- a. The Contractor shall provide daily meal service to all service recipients, which includes at least three (3) meals and an evening snack per service recipient as planned by the Registered Dietitian. For service recipients with increased nutritional needs, additional food and snacks shall be provided, at no additional cost, as determined by the Registered Dietitian and ordered by the service recipient's Physician. The Contractor shall be responsible for all aspects of this comprehensive food 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 service recipients. A written copy of the menu shall be provided to the State for final approval by a Registered Dietitian before implementation. Any changes or substitutions made by the Contractor shall be approved by the State. The master menu shall be revised as needed to provide a variety of meals to the State's service recipients.
- c. The Contractor shall provide to the State a "Nutritional Analysis Report" for each day of the seasonal menu cycle and any menu revisions. The nutrient content of the regular diet menu shall be approximately thirty (30) percent fat, between fifteen – twenty (15-20) percent protein, and between fifty – fifty five (50-55) percent carbohydrate.
- d. The Contractor shall prepare all types of food, snacks, and beverage products, including texture and ingredient modifications, and portion adjustments for all service recipients according to their Physician prescribed diet orders. The American Dietetic Association's Nutrition Care Manual, and/or On-line Manual, or a diet manual that has been approved by the facility's Medical Staff shall serve as the reference for all diets served to the service recipients. See **Attachment 01**, Diet List, which details the diet history.
- e. The Contractor shall be compensated for daily meal service to the facility's service recipients, which is described in Section A.2.a., and based on an actual count of the number of service recipients physically present on the nursing units at 12:00 A.M., which

is referred to as the "Resident Day" count (see Payment Methodology, Cost of Meals per Resident Day, Section C.3. and A.3.a.). All additional meals and snacks, as determined by the Registered Dietitian and ordered by the service recipient's Physician, shall be served at no extra cost to the State for service recipients who have been included in the "Resident Day" count. Additional meal trays sent because of Contractor error shall be served at no extra cost to the State. See Attachment 02, Facility Description and Census Statistics, which details the census history.

- f. The Contractor's Diet Office shall provide meal tray tickets as follows:
- (1) Meal tray ticket information shall be taken from each nursing unit's "Dietary Meal Census Sheet" and/or reported diet changes. (See A.3.b.)
 - (2) The "Dietary Meal Census Sheet" shall include the following: date, service recipient's name, identification number or date of birth, unit location, diet order, any food allergies, sensitivities, or intolerances, and any special food preferences or instructions.
 - (3) The meal tray tickets must be legibly written or computer generated. The meal tray tickets shall be individualized for each service recipient and include the service recipient's name, identification number or date of birth, date, unit location, diet order, any food allergies, sensitivities, or intolerances, and any special food preferences, instructions, or substitutions. When possible, service recipients' cultural, religious, and ethnic food preferences shall be honored, unless contraindicated. Snacks shall be distributed by MMHI Staff from bulk nourishments and shall be properly labeled with contents and a use-by-date. Snacks and other foods sent to MMHI need to be properly labeled. In addition, individual snacks ordered by the Physician or Registered Dietitian must be labeled specifically for the individual.
- g. The Contractor shall provide trained staff to check the accuracy of meal trays and all deliveries before delivery to the nursing units and facility 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 copy of their training schedule and any related information as it pertains to staff training or competency.
- h. The Contractor shall provide an induction type of meal tray system that meets the Department's and licensing agencies' rules for providing safe food. The tray system shall include an adequate number of trays and delivery carts with at least three (3) cabinet style tray delivery carts, one (1) for each nursing unit, with the capacity to hold the number of tray and food supply needs for each nursing unit.
- i. 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, computer labels, brown paper bags, and plastic ware.
- j. 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 to the State as requested. The Contractor shall deliver meals, snacks, and catering requests on a timely basis.
- k. The Contractor shall institute a "Hazard Analysis Critical Control Point (HACCP) Plan" 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" when any changes are made to the master

menu and upon request, provide a copy of the plan to the State. The Contractor shall develop written procedures for record keeping and documentation for all aspects of this food service Contract.

- l. The Contractor shall ensure that all food and beverages are correctly handled to keep them safe from all potential hazards and 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 HIPAA-compliant manner to the agreed upon drop-off/pick-up area at each nursing unit entrance. Distribution of the trays, snacks, and any extra food and nutrition products shall be a State function and responsibility.
- m. 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. It is the function and responsibility of the State to 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. The Contractor shall clean, rinse, and sanitize all trays and food delivery equipment after use.
- n. The Contractor shall develop and provide to the State a fourteen (14) 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 fourteen (14) 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" method of stock rotation to prevent the product from being kept beyond its expiration date.
- o. Upon written request by the Facility Representative, the Contractor shall provide facility sponsored catering services or special function meals at an additional cost, as set forth in Payment Methodology Section C.3., Catering Services per Person. 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 and service recipient birthday celebrations. The Contractor shall be responsible for all aspects of this service. See **Attachment 03** for a history of past catering requests.
- p. The Contractor shall provide eight (8) boxed, regular diet, lunch meals daily to the facility's Admission's Office. The Contractor shall be compensated for these boxed meals as set forth in Payment Methodology Section C.3., Catering Services per Person. These boxed meals shall be delivered to the Admission's Office at approximately the same time as the delivery of the breakfast meal trays. The boxed meals shall be labeled with the name of the contents, date of preparation, and date and time when it must be discarded. A refrigerator shall be provided by the State for storage of these boxed meal deliveries.
- q. 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.
- r. The Contractor shall cooperate with the State staff to meet the needs of both the State and its service recipients. Identified problem areas shall be resolved to the satisfaction of the State.
- s. The Contractor shall cooperate with food service Contractor transition at both the beginning and end of the Contract period.
- t. The Contractor shall retain control over its employees and agents at all times. The Contractor shall provide all information required by the State's and/or Facility's Human Resource Department.

- u. The Contractor shall comply with the State's policy regarding the use of nametags. All Contracted personnel shall be required to wear a State-issued nametag at all times while working in the State facility.
- v. 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, such as those standards relate to food and dietetic services and appropriate program standards. The Contractor shall also comply with the Laws and Rules of the Department of Mental Health and Developmental Disabilities and any other 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 accrediting, licensing, and/or certifying agencies to address any requests for information as it pertains to the provisions of this food service contract to the State facility.
- w. 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 under this Contract to ensure compliance with this Contract or to investigate any complaints reported to the State.

A.3. STATE'S RESPONSIBILITIES

- a. For billing purposes, the State shall 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. For preparation of service recipient meals, snacks, and food and beverage products, the State shall provide by 9:00 A.M. each day a "Dietary Meal Census Sheet" which shall include the following information: date, service recipient's name, identification number or date of birth, unit location, diet order, any food allergies, sensitivities, or intolerances, and any special food preferences or instruction. The State shall develop with the Contractor a policy for handling daily diet changes.
- c. The State shall, in coordination with the Contractor, provide to the Contractor on a timely basis a schedule for delivering service recipient meals, snacks, and special functions.
- d. The State shall review, approve, and recommend any changes to the master menu and conduct quality improvement activities, such as meal monitoring as needed, 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 the Nursing Units in a place accessible to the service recipients.
- e. On a regular basis the State shall conduct quality improvement/customer satisfaction surveys and communicate the results with the Contractor to improve their service.
- 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 and Admission's Office boxed meals are discarded according to the date and time specified on the label.
- g. The State shall provide a refrigerator for storage of the boxed meal deliveries to the facility's Admission's Office.

- h. The State shall retrieve all trays, dishware, and any other food, meal containers, or supplies and place them in the delivery cart and/or agreed upon pick-up area prior to the scheduled Contractor pick-up time.
- i. The State shall regulate the use and occupancy of the premises and provide nametags to each contracted food service employee that is involved with the provisions of this food service contract.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

(KR) 9/10/08 VTB 9-11-08

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ~~Four Hundred Thirty Seven Thousand One Hundred Twenty One Dollars (\$473,121)~~ *Three Hundred Thirty Seven Thousand One Hundred Twenty One Dollars (\$373,121)*. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

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

Service Description	Amount (per compensable increment)
Cost of Meals per Resident Day (see Section A.2.e.)	\$19.48 per resident per day for the first fifty (50) patients \$12.24 per resident day for additional patients exceeding fifty (50) patients
Catering Services per Person (see Section A.2.o., Section A.2.p., and Attachment 03)	
Admission's Office Boxed Lunch Meal	\$2.50 per person
Hot Meal Plate	\$9.95 per person
Cold Meal Plate	\$8.25 per person
Birthday/Special Occasion Cake	\$1.50 per person
Punch	\$0.90 per person
Danish/Muffin Tray	\$1.50 per person
Cheese/Cracker Tray	\$2.75 per person
Cookie/Brownie Tray	\$1.75 per person
Fruit/Vegetable Tray	\$3.50 per person

- c. The cost for all catering services shall be based on a per person cost and include the cost for providing beverages (except punch), condiments, paper and plastic supplies, and labor.
 - d. The Admission's Office boxed lunch meal shall be prepared according to the regular diet guidelines.
 - e. The hot meal plate shall include a meat, two (2) vegetables, bread, drink, and dessert. For the hot meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03)
 - f. The cold meal plate shall include a meat sandwich, vegetables, chips, drink, and dessert. For the cold meal plate, the Contractor shall offer a choice of three (3) different menu options at one price point. (Attachment 03)
 - g. For both hot and cold meal plates, a vegetarian option shall be available.
 - h. Each birthday/special occasion cake shall yield thirty (30) portions.
 - i. Arrangements for all catering services shall be agreed to in writing by both parties prior to preparation.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

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

Memphis Mental Health Institute
951 Court Avenue
Memphis, TN 38102

- 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: State of Tennessee, Department of Mental Health and Developmental Disabilities, Memphis Mental Health Institute;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service 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 Contract may be terminated by either party by giving written notice to the other, at least ninety (90) days before the effective date of termination. Should the State exercise this provision, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Contractor exercise this provision, the State shall have no liability to the Contractor except for those units of service which can be effectively used by the State. The final decision as to what these units of service are shall be determined by the State. In the event of disagreement, the Contractor may file a claim with the Tennessee Claims Commission in order to seek redress.
- 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 04**, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a Contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a Contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal Immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from

the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a 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, acts of God, 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:

Linda C. White, Fiscal Director
Memphis Mental Health Institute
951 Court Ave.
Memphis, TN 38103
Linda.White@state.tn.us.
Telephone # (901) 577-1800
FAX # (901) 577-1324

The Contractor:

Ken Rosser, Director of Food Services
Shelby County Healthcare Corp DBA The Regional Medical Center at Memphis
877 Jefferson Ave
Memphis, TN 38103
krosser@the-med.org
Telephone # (901) 545-7753
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. 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. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

- E.6. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

- E.7. 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.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. 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.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. 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

Virginia J Betts 8-12-08

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

APPROVED:

M. D. Goetz Jr. 11/6/08

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

NOT APPLICABLE

DEBORAH E. STORY, COMMISSIONER DATE
DEPARTMENT OF HUMAN RESOURCES

John G. Morgan 11/12/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

ATTACHMENT 01

DIET LIST

The majority of the service recipients at MMHI are prescribed a Regular diet upon admission to the facility. Other medically prescribed diets include the following:

- Calorie Controlled
- Carbohydrate Controlled/Diabetic
- Double Portions
- High Calorie/High Protein
- High Fiber
- Low Fat, Low Cholesterol
- Low Sodium or 2 gram Sodium
- Modified Consistency (Diced/Chopped, Ground, Pureed, Liquid, Thickened Liquids)
- No Added Salt or 4 gram Sodium
- Renal

ATTACHMENT 02

FACILITY DESCRIPTION AND CENSUS STATISTICS

Memphis Mental Health Institute is a licensed, seventy-five (75) bed facility located at 951 Court Ave., Memphis, Tennessee. The facility is comprised of three (3) nursing units serving both acute and forensic service recipients:

- Unit 1 Acute Care - 25 Beds
- Unit 2 Acute Care - 25 Beds
- Unit 3 Acute Care - 25 Beds

The census for the last two (2) fiscal years ranged from a low of forty-nine (49) to a high of seventy eight (78) service recipients. The average number of service recipients for the last two (2) fiscal years was sixty-four (64). This census level is expected to remain relatively stable throughout the Contract period.

ATTACHMENT 03

CATERING HISTORY

Historically, staff and guest catering/special function meals/services accounted for approximately one (1) percent of the total cost of contract services. Catered meals account for approximately fifty-four (54) percent of the total number of requests while cakes account for forty-six (46) percent of the total number of requests.

The following types of catering services have been provided to the staff, service recipients, and guests at MMHI in the past:

- Cakes and Punch- Birthday, Holiday, Special Occasion
- Hot and Cold Catered Meals- Holiday, Meeting, Special Occasion
- Admission's Office Boxed Lunch Meals
- Breakfast Danish Trays
- Cheese and Cracker Trays
- Cookie and Brownie Trays
- Fruit and Vegetable Trays

Catering Hot Menus - three (3) selections:

- Tossed Green Salad with Dressings
- Meat, or 3-Cheese (Vegetarian) Lasagna
- Garlic Bread
- Fresh Vegetable (2)
- Choice of Dessert
- Coffee, Tea, Ice Tea, Sodas, Water

- Southern Style BBQ Pork Shoulder
- Hamburger Buns
- Baked Beans
- Cole Slaw
- Corn on Cob
- Choice of Dessert
- Coffee, Tea, Ice Tea, Sodas, Water

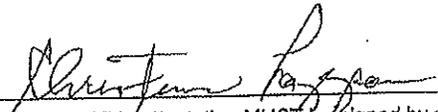
ATTACHMENT 04

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Shelby County HealthCare Corp. DBA Regional Medical Center at Memphis
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	V 62-1113169-07

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.

SIGNATURE & DATE:

 8.7.08

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.