

CONTRACT # 11
RFS # 344.11-03809
FA # 09-25049
Edison # 2784

**Department of Intellectual and
Developmental Disabilities**

VENDOR:
Columbus Medical Services,
LLC
d.b.a.
The Columbus Organization



**STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES**

**ANDREW JACKSON BUILDING
500 DEADERICK STREET, SUITE 1500
NASHVILLE, TENNESSEE 37243**

March 4, 2013

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

ATTENTION: Leni Chick

RE: Columbus Medical Services, LLC, dba The Columbus Organization
Contract Number FA-09-25049-00, Edison # 2784
Request for Contract Amendment Review

Dear Mr. Geise:

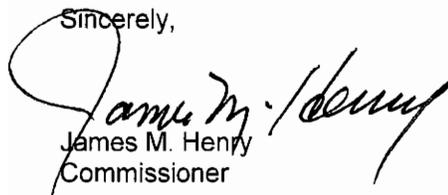
The Department of Intellectual and Developmental Disabilities (DIDD) is submitting proposed Amendment 1 to Contract # FA-09-25049-00, Edison # 2784 with Columbus Medical Services, LLC, dba The Columbus Organization for review in accordance with TCA, Section 12-4-109 (a)(1)(G)(i) and (a)(1)(G)(ii).

This contract, for nursing services, awarded through the State's RFP process, is for the term of July 1, 2008 through June 30, 2013. Utilization of this contract is based upon the State's need for services which has not been consistent from year to year and is greatly affected by vacant state positions, staff on FMLA, and the need to decrease state overtime hours and there is often a greater demand for nursing services for individuals transitioning into new residential environments. The proposed amendment is for the purpose of increasing the maximum liability amount to ensure DIDD can adequately provide the level of nursing services required for the care of individuals residing at the Clover Bottom Developmental Center through June 30, 2013. DIDD is in the process of competitively awarding a new contract for the continuation of services effective July 1, 2013.

The proposed amendment and Non-Competitive Amendment Request is enclosed along with a copy of the base contract, completed "Supplemental Documentation Required for Fiscal Review Committee" form, and spreadsheet of expenditures and anticipated expenditures under this contract through the proposed ending date of June 30, 2013.

Please let me know if any additional information is required for review of this request. Your assistance for review of this proposed amendment is appreciated.

Sincerely,


James M. Henry
Commissioner

JMH:dd

Enclosures

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Lance Iverson, Assistant Commissioner	*Contact Phone:	253-6710		
*Original Contract Number:	FA092504900	*Original RFS Number:	344.11-038-09		
Edison Contract Number: <i>(if applicable)</i>	2784	Edison RFS Number: <i>(if applicable)</i>	34411-11038		
*Original Contract Begin Date:	7/1/2008	*Current End Date:	6/30/2013		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	5/6/2013				
*Department Submitting:	Department of Intellectual and Developmental Disabilities				
*Division:					
*Date Submitted:	3/5/2013				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Columbus Medical Services, LLC dba The Columbus Organization				
*Current Maximum Liability:	\$15,489,500.00				
*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: 2013	FY: N/A
\$4,073,577.49	\$3,196,945.13	\$4,951,981.46	\$1,904,873.80	\$1,362,122.12	
*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: 2013	FY: N/A
\$4,073,577.49	\$3,196,945.13	\$4,951,981.46	\$1,904,873.80	\$1,101,682.71	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:	State:		Federal:
Interdepartmental:	\$15,489,500.00		<i>Other:</i>
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Summary Sheet Change		To move funding within fiscal years of the contract	
Method of Original Award: <i>(if applicable)</i>		Competitive Award	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		The amount was estimated to be in the range of previous contract # FA-04-15237 for a period of 5 years that ended on 6/30/2008. The maximum amount of that contract was \$18,346,981.69.	

Department of Intellectual and Developmental Disabilities
 Payments to The Columbus Organization
 for Fiscal Year 2009 and Fiscal Year 2012 through 6/28/12

15,489,500.00 Contract Amount

Fiscal Year 2009 STARS

Unit	Sum Amount	Vendor Name	Vendor ID	Warrant Number	Process Date	Contract ID	Contract Suffix	Year	Vendor Invoice
344.11	67,931.87	THE COLUMBUS ORGANIZATION	V752690132	R755304	8/18/2008	FA0925049	00	2009	19554
344.11	46,090.52	THE COLUMBUS ORGANIZATION	V752690132	R755304	8/18/2008	FA0925049	00	2009	19582
344.11	26,588.27	THE COLUMBUS ORGANIZATION	V752690132	R755304	8/18/2008	FA0925049	00	2009	19553
344.11	7,384.00	THE COLUMBUS ORGANIZATION	V752690132	R756660	8/19/2008	FA0925049	00	2009	19619
344.11	114,481.77	THE COLUMBUS ORGANIZATION	V752690132	R756660	8/19/2008	FA0925049	00	2009	19622
344.11	45,105.29	THE COLUMBUS ORGANIZATION	V752690132	R756660	8/19/2008	FA0925049	00	2009	19620
344.11	2,512.01	THE COLUMBUS ORGANIZATION	V752690132	R808280	10/1/2008	FA0925049	00	2009	19584
344.11	8,129.24	THE COLUMBUS ORGANIZATION	V752690132	R809475	10/2/2008	FA0925049	00	2009	19797
344.11	45,502.95	THE COLUMBUS ORGANIZATION	V752690132	R809475	10/2/2008	FA0925049	00	2009	19741
344.11	113,828.18	THE COLUMBUS ORGANIZATION	V752690132	R809475	10/2/2008	FA0925049	00	2009	19742
344.11	8,887.30	THE COLUMBUS ORGANIZATION	V752690132	R831231	10/17/2008	FA0925049	00	2009	19739
344.11	43,953.87	THE COLUMBUS ORGANIZATION	V752690132	R831231	10/17/2008	FA0925049	00	2009	19798
344.11	106,540.74	THE COLUMBUS ORGANIZATION	V752690132	R831231	10/17/2008	FA0925049	00	2009	19799
344.11	46,557.36	THE COLUMBUS ORGANIZATION	V752690132	R851636	11/6/2008	FA0925049	00	2009	19909
344.11	8,025.66	THE COLUMBUS ORGANIZATION	V752690132	R851636	11/6/2008	FA0925049	00	2009	19908
344.11	118,386.11	THE COLUMBUS ORGANIZATION	V752690132	R851636	11/6/2008	FA0925049	00	2009	19910
344.11	45,878.87	THE COLUMBUS ORGANIZATION	V752690132	R864782	11/17/2008	FA0925049	00	2009	19862
344.11	113,711.35	THE COLUMBUS ORGANIZATION	V752690132	R864782	11/17/2008	FA0925049	00	2009	19861
344.11	7,959.95	THE COLUMBUS ORGANIZATION	V752690132	R864782	11/17/2008	FA0925049	00	2009	19860
344.11	50,105.36	THE COLUMBUS ORGANIZATION	V752690132	R868573	11/19/2008	FA0925049	00	2009	19992
344.11	112,403.94	THE COLUMBUS ORGANIZATION	V752690132	R868573	11/19/2008	FA0925049	00	2009	19991
344.11	7,650.60	THE COLUMBUS ORGANIZATION	V752690132	R881980	12/1/2008	FA0925049	00	2009	20021
344.11	106,626.00	THE COLUMBUS ORGANIZATION	V752690132	R903423	12/16/2008	FA0925049	00	2009	20023
344.11	52,384.41	THE COLUMBUS ORGANIZATION	V752690132	R903423	12/16/2008	FA0925049	00	2009	20022
344.11	58,744.25	THE COLUMBUS ORGANIZATION	V752690132	R903423	12/16/2008	FA0925049	00	2009	20092
344.11	6,685.86	THE COLUMBUS ORGANIZATION	V752690132	R903423	12/16/2008	FA0925049	00	2009	20093
344.11	104,946.28	THE COLUMBUS ORGANIZATION	V752690132	R903423	12/16/2008	FA0925049	00	2009	20091
344.11	4,389.33	THE COLUMBUS ORGANIZATION	V752690132	R914446	12/29/2008	FA0925049	00	2009	20161
344.11	54,342.95	THE COLUMBUS ORGANIZATION	V752690132	R914446	12/29/2008	FA0925049	00	2009	20162
344.11	114,874.29	THE COLUMBUS ORGANIZATION	V752690132	R914446	12/29/2008	FA0925049	00	2009	20163
1,650,608.58		STARS Subtotal Fiscal Year 2009							

Fiscal Year 2009 EDISON

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
34411	111,492.20	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000477	2009
34411	117,755.88	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000479	2009
34411	115,084.88	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000480	2009
34411	119,489.06	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000483	2009
34411	790.18	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000506	2009
34411	1,396.22	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000507	2009
34411	7,098.76	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000508	2009
34411	8,763.67	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000509	2009
34411	11,241.20	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000510	2009
34411	48,458.98	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000682	2009
34411	59,483.39	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000683	2009
34411	50,685.65	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000684	2009
34411	55,680.03	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000685	2009

**Department of Intellectual and Developmental Disabilities
 Payments to The Columbus Organization
 for Fiscal Year 2009 and Fiscal Year 2012 through 6/28/12**

15,489,500.00 Contract Amount

34411	49,779.80	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000686	2009
34411	49,417.62	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000740	2009
34411	9,580.14	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000741	2009
34411	121,814.00	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000742	2009
34411	112,187.02	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000751	2009
34411	55,344.40	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000752	2009
34411	11,096.70	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000753	2009
34411	116,908.83	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000754	2009
34411	117,173.05	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000788	2009
34411	51,710.49	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000789	2009
34411	10,260.89	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00000790	2009
34411	9,836.25	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00001491	2009
34411	8,110.96	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00001492	2009
34411	49,266.29	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001799	2009
34411	121,236.34	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001800	2009
34411	50,378.27	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001828	2009
34411	112,717.00	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001829	2009
34411	5,015.46	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00001830	2009
34411	54,373.77	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001836	2009
34411	11,635.71	00000000000000000002784	0000068170	The Columbus Organization	DFA	000000904	00001837	2009
34411	106,250.53	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001837	2009
34411	10,869.97	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001861	2009
34411	128,404.95	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001862	2009
34411	50,764.74	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001864	2009
34411	112,289.40	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001919	2009
34411	49,503.60	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001920	2009
34411	7,886.95	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00001921	2009
34411	9,235.49	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00002107	2009
34411	112,500.19	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00002109	2009
2,422,968.91		EDISON Subtotal Fiscal Year 2009						

4,073,577.49 Total cost for FY2009 (Stars & Edison)

11,415,922.51 Remaining on contract

Fiscal Year 2010

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
34411	51,264.74	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00002108	2010
34411	49,374.62	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001718	00002364	2010
34411	7,380.21	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00002917	2010
34411	114,435.31	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00002918	2010
34411	114,222.70	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00002919	2010
34411	46,358.14	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00002920	2010
34411	9,890.70	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00002921	2010
34411	120,146.01	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00002923	2010
34411	47,414.34	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00002924	2010
34411	7,799.89	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00002925	2010
34411	8,581.03	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00002926	2010
34411	4,935.46	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003400	2010
34411	50,779.68	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003401	2010
34411	115,797.97	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003405	2010
34411	6,854.96	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003411	2010

**Department of Intellectual and Developmental Disabilities
 Payments to The Columbus Organization
 for Fiscal Year 2009 and Fiscal Year 2012 through 6/28/12**

15,489,500.00 Contract Amount

34411	115,001.95	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003412	2010
34411	114,700.20	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003413	2010
34411	51,363.52	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003414	2010
34411	47,970.72	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003500	2010
34411	51,491.91	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003529	2010
34411	108,319.77	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003530	2010
34411	7,955.41	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003531	2010
34411	108,797.73	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003813	2010
34411	56,530.77	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003814	2010
34411	7,975.19	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00003815	2010
34411	53,558.62	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004186	2010
34411	7,757.43	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004187	2010
34411	107,582.49	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004188	2010
34411	9,999.55	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004485	2010
34411	48,993.93	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004486	2010
34411	107,414.67	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004487	2010
34411	110,980.45	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004679	2010
34411	50,357.80	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004680	2010
34411	8,048.75	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004681	2010
34411	49,475.47	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004877	2010
34411	7,491.08	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004878	2010
34411	105,484.77	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00004879	2010
34411	7,049.10	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005144	2010
34411	46,219.05	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005145	2010
34411	111,466.49	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005146	2010
34411	118,065.20	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005321	2010
34411	45,766.87	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005322	2010
34411	9,291.42	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005323	2010
34411	111,806.63	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005751	2010
34411	44,031.85	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005752	2010
34411	4,785.70	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005757	2010
34411	49,707.83	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005823	2010
34411	5,915.52	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005824	2010
34411	107,800.39	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00005825	2010
34411	4,013.60	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006065	2010
34411	101,756.40	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006066	2010
34411	50,131.05	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006067	2010
34411	9,097.28	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006219	2010
34411	104,764.11	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006220	2010
34411	43,387.90	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006221	2010
34411	44,043.76	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006401	2010
34411	6,058.03	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006402	2010
34411	44,554.03	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006607	2010
34411	7,422.12	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006608	2010
34411	8,983.14	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006947	2010
34411	10,463.82	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006948	2010
34411	7,875.90	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000001880	00006956	2010
3,196,945.13		Subtotal Fiscal Year 2010						

8,218,977.38 Remaining on contract

Fiscal Year 2011

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
34411	111,001.53	000000000000000000002784	0000068170	The Columbus Organization	DFA	000004407	00007663	2011

Department of Intellectual and Developmental Disabilities
 Payments to The Columbus Organization
 for Fiscal Year 2009 and Fiscal Year 2012 through 6/28/12

15,489,500.00 Contract Amount

34411	37,776.84	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007664	2011
34411	12,496.05	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007665	2011
34411	102,400.12	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007666	2011
34411	105,534.49	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007667	2011
34411	100,912.63	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007668	2011
34411	101,528.28	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007669	2011
34411	44,874.22	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007670	2011
34411	99,413.94	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007671	2011
34411	106,019.63	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007672	2011
34411	112,416.66	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007673	2011
34411	42,502.16	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007674	2011
34411	43,828.78	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007675	2011
34411	7,934.37	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007676	2011
34411	41,434.39	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007677	2011
34411	34,073.63	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007678	2011
34411	11,322.67	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007679	2011
34411	8,150.83	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007813	2011
34411	14,029.98	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007814	2011
34411	36,878.57	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00007815	2011
34411	2,927.86	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00007896	2011
34411	8,434.66	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00007897	2011
34411	25,421.19	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00007898	2011
34411	13,416.03	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008181	2011
34411	45,814.76	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008184	2011
34411	108,354.47	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008185	2011
34411	8,193.32	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000005339	00008435	2011
34411	25,470.23	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004407	00008435	2011
34411	80,320.82	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000005339	00008436	2011
34411	113,256.23	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000005339	00008437	2011
34411	14,271.39	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008556	2011
34411	13,268.81	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008557	2011
34411	11,047.30	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008558	2011
34411	43,796.59	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008566	2011
34411	105,090.23	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008567	2011
34411	47,279.37	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008568	2011
34411	98,141.90	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008569	2011
34411	100,705.45	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008570	2011
34411	49,748.29	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008571	2011
34411	13,084.36	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008649	2011
34411	44,367.74	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008650	2011
34411	103,394.22	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008651	2011
34411	12,520.65	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008652	2011
34411	42,517.30	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008680	2011
34411	109,972.93	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008681	2011
34411	11,954.49	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008808	2011
34411	47,299.70	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008809	2011
34411	100,720.32	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008810	2011
34411	13,659.14	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008976	2011
34411	44,667.46	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008977	2011
34411	101,494.42	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00008978	2011
34411	14,795.61	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00009031	2011
34411	40,834.65	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00009035	2011
34411	101,693.45	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000004406	00009036	2011
34411	11,327.36	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000005880	00009153	2011
34411	40,814.25	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000005880	00009154	2011
34411	98,769.98	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000005880	00009155	2011

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15,489,500.00 Contract Amount

34411	93,643.19	00000000000000000002784	0000068170	The Columbus Organization	DFA	000005946	00009251	2011		
34411	40,283.56	00000000000000000002784	0000068170	The Columbus Organization	DFA	000005946	00009252	2011		
34411	97,265.04	00000000000000000002784	0000068170	The Columbus Organization	DFA	000005946	00009253	2011		
34411	36,639.28	00000000000000000002784	0000068170	The Columbus Organization	DFA	000005946	00009254	2011		
34411	12,878.10	00000000000000000002784	0000068170	The Columbus Organization	DFA	000005946	00009255	2011		
34411	8,727.79	00000000000000000002784	0000068170	The Columbus Organization	DFA	000005946	00009256	2011		
34411	11,541.82	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006005	00009452	2011		
34411	36,525.91	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006005	00009453	2011		
34411	90,870.74	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006005	00009454	2011		
34411	11,932.31	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006112	00009566	2011		
34411	41,772.35	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006112	00009567	2011		
34411	88,876.57	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006112	00009568	2011		
34411	12,965.41	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006134	00009637	2011		
34411	40,769.26	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006134	00009638	2011		
34411	7.20	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006135	00009639	2011		
34411	92,176.20	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006134	00009639	2011		
34411	11,832.97	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006283	00009759	2011		
34411	38,906.94	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006283	00009760	2011		
34411	90,912.05	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006283	00009761	2011		
34411	10,223.84	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006400	00009869	2011		
34411	38,603.13	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006400	00009870	2011		
34411	83,812.54	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006400	00009871	2011		
34411	10,299.32	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006410	00009883	2011		
34411	37,877.76	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006410	00009884	2011		
34411	80,442.15	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006410	00009885	2011		
34411	3,875.25	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006550	00010025	2011		
34411	36,837.27	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006550	00010026	2011		
34411	72,136.73	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006550	00010027	2011		
34411	3,901.86	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006633	00010074	2011		
34411	36,450.92	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006633	00010075	2011		
34411	80,218.73	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006633	00010076	2011		
34411	2,844.94	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006772	00010197	2011		
34411	36,499.56	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006929	00010280	2011		
34411	80,766.15	00000000000000000002784	0000068170	The Columbus Organization	DFA	000006929	00010281	2011		
34411	9,073.25	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007095	00010339	2011		
34411	31,792.23	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007095	00010340	2011		
34411	79,923.81	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007095	00010341	2011		
34411	8,940.33	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007095	00010342	2011		
34411	30,143.69	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007095	00010343	2011		
34411	74,747.16	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007095	00010344	2011		
34411	10,129.65	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007306	00010527	2011		
34411	30,105.56	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007306	00010528	2011		
34411	66,515.31	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007306	00010529	2011		
34411	8,364.76	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007306	00010530	2011		
34411	32,275.69	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007306	00010531	2011		
34411	53,276.48	00000000000000000002784	0000068170	The Columbus Organization	DFA	000007306	00010532	2011		
4,951,981.46		Subtotal Fiscal Year 2011								

3,266,995.92 Remaining on contract

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Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
1 34411	6,170.91	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000007306	00010569	24410	7/25/2011	2012
2 34411	1,223.10	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000007530	00010573	24411	7/22/2011	2012
3 34411	26,364.16	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000007306	00010570	24415	7/25/2011	2012

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4	34411	2,503.24	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000007530	00010574	24416	7/25/2011	2012
5	34411	51,193.55	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000007306	00010571	24417	7/25/2011	2012
6	34411	13,630.08	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000007530	00010575	24418	7/25/2011	2012
7	34411	10,036.64	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000007989	00010673	24459	8/17/2011	2012
8	34411	23,059.59	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000007989	00010674	24460	8/17/2011	2012
9	34411	59,451.97	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000007989	00010675	24461	8/17/2011	2012
10	34411	56,623.66	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008546	00011102	24462	10/24/2011	2012
11	34411	8,929.72	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008090	00010725	24512	8/26/2011	2012
12	34411	23,971.89	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008090	00010726	24513	8/26/2011	2012
13	34411	68,400.44	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008090	00010727	24514	8/26/2011	2012
14	34411	21,006.73	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008254	00010802	24556	9/8/2011	2012
15	34411	9,443.45	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008254	00010801	24557	9/8/2011	2012
16	34411	67,816.72	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008254	00010803	24558	9/8/2011	2012
17	34411	6,828.27	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008364	00010932	24614	9/29/2011	2012
18	34411	18,913.79	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008364	00010933	24615	9/29/2011	2012
19	34411	59,656.12	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008364	00010934	24619	9/29/2011	2012
20	34411	622.14	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008444	00011015	24660	10/11/2011	2012
21	34411	18,915.94	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008546	00011101	24661	10/24/2011	2012
22	34411	60,875.55	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008546	00011104	24727	10/24/2011	2012
23	34411	20,432.27	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008546	00011103	24728	10/24/2011	2012
24	34411	52,732.37	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008661	00011262	24762	11/16/2011	2012
25	34411	16,738.34	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008661	00011261	24763	11/16/2011	2012
26	34411	54,840.27	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008696	00011285	24802	11/23/2011	2012
27	34411	13,060.13	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008696	00011284	24803	11/23/2011	2012
28	34411	14,245.22	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008820	00011370	24871	12/16/2011	2012
29	34411	51,500.91	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008820	00011371	24872	12/16/2011	2012
30	34411	16,637.49	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008880	00011462	24930	1/19/2012	2012
31	34411	49,485.71	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008880	00011463	24931	1/19/2012	2012
32	34411	16,224.07	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008960	00011464	24980	1/19/2012	2012
33	34411	44,802.38	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008960	00011465	24981	1/19/2012	2012
34	34411	14,598.02	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008993	00011542	25041	1/30/2012	2012
35	34411	40,853.41	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008993	00011543	25042	1/30/2012	2012
36	34411	13,203.64	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008993	00011558	25104	1/31/2012	2012
37	34411	35,496.70	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000008993	00011559	25105	1/31/2012	2012
38	34411	17,174.33	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009336	00011718	25159	3/1/2012	2012
39	34411	9,982.83	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009336	00011717	25187	3/1/2012	2012
40	34411	39,474.81	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009336	00011719	25188	3/1/2012	2012
41	34411	17,923.42	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009336	00011721	25229	3/1/2012	2012
42	34411	43,403.64	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009336	00011722	25230	3/1/2012	2012
43	34411	10,213.65	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009336	00011720	25238	3/1/2012	2012
44	34411	46,717.46	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009548	00011880	25280	3/28/2012	2012
45	34411	9,318.57	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009548	00011878	25281	3/28/2012	2012
46	34411	17,845.16	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009548	00011879	25282	3/28/2012	2012
47	34411	16,919.17	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009580	00011917	25361	4/4/2012	2012
48	34411	11,280.85	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009580	00011916	25362	4/4/2012	2012
49	34411	40,839.05	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009580	00011918	25363	4/4/2012	2012
50	34411	16,367.79	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009720	00011978	25430	4/24/2012	2012
51	34411	12,403.85	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009720	00011977	25431	4/18/2012	2012
52	34411	41,897.19	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009720	00011979	25434	4/18/2012	2012
53	34411	40,838.46	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009747	00012000	25455	4/26/2012	2012
54	34411	16,452.09	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009747	00011999	25456	4/26/2012	2012
55	34411	12,096.43	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009747	00011998	25457	4/26/2012	2012
56	34411	43,443.68	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009786	00012010	25523	5/7/2012	2012
57	34411	12,410.46	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009786	00012008	25524	5/7/2012	2012
58	34411	15,711.33	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009786	00012009	25525	5/7/2012	2012
59	34411	17,716.93	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009896	00012022	25582	5/23/2012	2012

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60	34411	11,932.92	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009896	00012021	25583	5/23/2012	2012
61	34411	41,177.02	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009896	00012023	25584	5/23/2012	2012
62	34411	11,546.83	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009955	00012032	25650	6/1/2012	2012
63	34411	17,154.20	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009955	00012033	25651	6/1/2012	2012
64	34411	40,287.89	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000009955	00012034	25652	6/1/2012	2012
65	34411	35,718.33	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010083	00012054	25688	6/19/2012	2012
66	34411	16,722.68	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010083	00012053	25689	6/19/2012	2012
67	34411	12,691.41	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010083	00012052	25690	6/19/2012	2012
68	34411	38,393.34	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010136	00012064	25749	6/27/2012	2012
69	34411	16,279.86	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010136	00012063	25750	7/2/2012	2012
70	34411	12,948.21	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010136	00012062	25751	7/2/2012	2012
71	34411	38,466.11	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010184	00012079	25796	7/9/2012	2012
72	34411	13,604.07	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010184	00012077	25797	7/9/2012	2012
73	34411	17,031.19	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010184	00012078	25798	7/9/2012	2012
		1,904,873.80									

1,362,122.12 Remaining on contract

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
34401	12,567.22	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010540	00038702	25873	8/6/2012	2013
34401	34,913.91	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010540	00038700	25874	8/1/2012	2013
34401	16,950.41	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010540	00038701	25875	8/1/2012	2013
34401	41,984.80	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011182	00039499	25929	9/5/2012	2013
34401	16,350.66	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011182	00039501	25930	9/5/2012	2013
34401	11,941.22	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011182	00039502	25931	9/5/2012	2013
34401	12,748.28	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010922	00039271	25983	8/23/2012	2013
34401	18,130.63	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010922	00039270	25984	8/23/2012	2013
34401	41,648.51	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000010922	00039269	25985	8/23/2012	2013
34401	19,807.17	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040026	26053	9/18/2012	2013
34401	39,218.32	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040024	26054	9/18/2012	2013
34401	12,487.10	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040025	26055	9/18/2012	2013
34401	6,199.41	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040712	26071	10/1/2012	2013
34401	12,272.20	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040535	26104	9/25/2012	2013
34401	36,897.26	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040533	26105	9/25/2012	2013
34401	18,354.54	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040534	26106	9/25/2012	2013
34401	3,582.90	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040714	26126	10/1/2012	2013
34401	7,110.90	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040713	26127	10/1/2012	2013
34401	13,453.59	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040715	26128	10/1/2012	2013
34401	5,452.20	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040716	26129	10/1/2012	2013
34401	36,182.05	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040772	26140	10/5/2012	2013
34401	23,097.15	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040774	26141	10/5/2012	2013
34401	12,405.28	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00040773	26142	10/5/2012	2013
34401	20,772.91	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042027	26216	11/13/2012	2013
34401	37,708.92	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042094	26217	11/16/2012	2013
34401	12,366.13	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042039	26218	11/14/2012	2013
34401	40,383.30	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042096	26271	11/16/2012	2013
34401	20,631.96	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042037	26272	11/14/2012	2013
34401	12,006.34	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042038	26273	11/14/2012	2013
34401	12,855.02	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042110	26333	11/19/2012	2013
34401	20,462.94	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042172	26334	11/21/2012	2013
34401	40,655.14	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042355	26335	11/29/2012	2013
34401	35,181.71	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042497	26388	12/6/2012	2013
34401	23,727.95	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042498	26389	12/6/2012	2013
34401	12,644.82	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00042499	26390	12/6/2012	2013
34401	23,354.81	00000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044052	26455	1/16/2013	2013

**Department of Intellectual and Developmental Disabilities
 Payments to The Columbus Organization
 for Fiscal Year 2009 and Fiscal Year 2012 through 6/28/12**

15,489,500.00 Contract Amount

34401	12,947.53	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044051	26456	1/16/2013	2013	
34401	37,625.63	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044053	26457	1/16/2013	2013	73,927.97
34401	12,433.21	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044292	26492	1/18/2013	2013	
34401	24,291.42	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044294	26493	1/18/2013	2013	
34401	35,809.50	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044293	26494	1/18/2013	2013	72,534.13
34401	12,015.52	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044291	26563	1/18/2013	2013	
34401	35,951.49	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044290	26564	1/18/2013	2013	
34401	23,678.35	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044289	26565	1/18/2013	2013	71,645.36
34401	11,688.05	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044685	26624	1/29/2013	2013	
34401	39,148.57	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044686	26625	1/29/2013	2013	
34401	16,836.96	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303	00044684	26628	1/29/2013	2013	67,673.58
34401	72,748.82	000000000000000000002784	0000068170	The Columbus Organization	DFA	0000011303					

1,101,682.71

70,938.21

260,439.41 Remaining on contract

78,168.38 awaiting approval (26 Jan)

182,271.03 Adjusted amount

according to Edison PO 11303 960504.37
-894447.070
66057.300 remaining on PO

66,057.00 remaining on PO 11303

836,000.00 average of \$72,749 & \$78,168 equal \$75,459, rounded to \$76,000 multiplied by 11 more payments

769,943.00 amendment

Non-Competitive Amendment Request

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

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

APPROVED

Chief Procurement Officer

Request Tracking #	34401-11038	
1. Procuring Agency	Department of Intellectual and Developmental Disabilities	
2. Contractor	Columbus Medical Services, LLC, d/b/a The Columbus Organization	
3. Contract #	FA-09-25049-00	
4. Proposed Amendment #	1	
5. Edison ID #	2784	
6. Contract Begin Date	7/1/08	
7. Current Contract End Date – with ALL options to extend exercised	6/30/13	
8. Proposed Contract End Date – with ALL options to extend exercised	6/30/13	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 15,489,500.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 16,259,500.00	
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 proposed amendment is for the purpose of increasing the maximum liability amount to ensure DIDD can adequately provide the level of nursing services required for the care of individuals residing at the Clover Bottom Developmental Center through June 30, 2013.</p>	
15. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	Kathleen O'Connor, Executive Vice President	

Request Tracking #	34401-11038
<p>The Columbus Organization d/b/a Columbus Medical Services 1012 West Ninth Avenue, Suite 80 King of Prussia, Pennsylvania 19406 Koconnor@columbusorg.com Telephone # 610-592-0292 FAX # 610-592-0362</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>This Contractor has provided nursing services under the existing contract since 7/1/08 and has several contracts with the state for other professional services.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>This contract was awarded competitively.</p>	
<p>18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>Utilization of this contract is based upon the State's need for services which has not been consistent from year to year and is greatly affected by vacant state positions, staff on FMLA, and the need to decrease state overtime hours and there is often a greater demand for nursing services for individuals transitioning into new residential environments.</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>	



CONTRACT AMENDMENT

Agency Tracking # 34401-11038	Edison ID 2784	Contract # FA-09-25049-00	Amendment # 1		
Contractor Legal Entity Name Columbus Medical Services, LLC, dba The Columbus Organization			Edison Vendor ID 68170		
Amendment Purpose & Effect(s) Increase contract maximum liability amount					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 6/30/2013			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 770,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			\$4,073,577.49		\$4,073,577.49
2010			\$3,196,945.13		\$3,196,945.13
2011			\$4,951,981.46		\$4,951,981.46
2012			\$1,904,873.80		\$1,904,873.80
2013			\$2,132,122.12		\$2,132,122.12
TOTAL:			\$16,259,500.00		\$16,259,500.00
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. Melinda Lanza 253-3166				<i>OCR USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT ONE
OF CONTRACT FA-09-25049-00**

This Amendment is made and entered by and between the State of Tennessee, Department of Intellectual and Developmental Disabilities, hereinafter referred to as the "State" and Columbus Medical Services, LLC, dba The Columbus Organization, 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 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 sixteen million, two hundred fifty nine thousand, five hundred dollars and no cents (\$16,259,500.00). 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.

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 May 6, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

THE COLUMBUS ORGANIZATION D/B/A COLUMBUS MEDICAL SERVICES:

CONTRACTOR SIGNATURE

DATE

KATHLEEN M. O'CONNER, EXECUTIVE VICE PRESIDENT

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE

DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES:

JAMES M. HENRY, COMMISSIONER

DATE

SUMMARY SHEET CHANGE



CONTRACT

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

Begin Date 7/1/2008	End Date 6/30/2013	Agency Tracking # 34401-11038	Edison Record ID 2784
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Contractor Legal Entity Name Columbus Medical Services, LLC dba the Columbus Organization	Edison Vendor ID 68170
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Service Caption (one line only)
Nursing Services at Clover Bottom Developmental Center

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			\$4,073,577.49		\$4,073,577.49
2010			\$3,196,945.13		\$3,196,945.13
2011			\$4,951,981.46		\$4,951,981.46
2012			\$1,904,873.80		\$1,904,873.80
2013			\$1,362,122.12		\$1,362,122.12
TOTAL:			\$15,489,500.00		\$15,489,500.00

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

Ownership/Control

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

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

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. Melinda Lanza 253-3166	<i>OCR USE - FA</i>
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Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF MENTAL RETARDATION SERVICES
CLOVER BOTTOM DEVELOPMENTAL CENTER
AND
COLUMBUS MEDICAL SERVICES, LLC dba
THE COLUMBUS ORGANIZATION**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Mental Retardation Services, hereinafter referred to as the "State" or "DMRS" and Columbus Medical Services LLC dba The Columbus Organization, hereinafter referred to as the "Contractor," is for the provision of nursing services for the individuals who reside at Clover Bottom Developmental Center, as further defined in the "SCOPE OF SERVICES."

The Contractor is a limited liability company.

Contractor Federal Employer Identification or Social Security Number: 75-2690132

Contractor Place of Incorporation or Organization: Delaware

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. The Contractor agrees to provide nursing services for the individuals who reside at Clover Bottom Developmental Center, as listed below:
- a. Thirty (30) full-time Registered Nurses to serve as staff nurses: [Approximately one thousand, nine hundred fifty (1,950) hours each per year, equaling an approximate fifty-eight thousand, five hundred (58,500) hours per year] This is an estimated maximum number of contract personnel to be used as needed. The State shall not be obligated to use any particular minimum number of contract personnel.
 - b. Twenty (20) full-time Licensed Practical Nurses to serve as staff nurses: [Approximately one thousand, nine hundred fifty (1,950) hours each per year, equaling an approximate total of thirty-nine thousand (39,000) hours per year] This is an estimated maximum number of contract personnel to be used as needed. The State shall not be obligated to use any particular minimum number of contract personnel.
 - c. Two (2) full-time Registered Nurses to serve as Nurse Managers and/or Grounds Supervisors: [Approximately one thousand, nine hundred fifty (1,950) hours each per year, equaling an approximate three thousand, nine hundred (3,900) hours per year] This is an estimated maximum number of contract personnel to be used as needed. The State shall not be obligated to use any particular minimum number of contract personnel.
 - d. Each nurse must be available to work five (5) shifts per week for approximately seven and one-half (7.5) hours per shift, providing approximately thirty-seven and one-half (37.5) hours of service per week. There will be no reimbursement for non-work hours.
 - e. All positions being filled by contract personnel must be filled by nurses who are working on a full-time basis. Clover Bottom Developmental Center will not use any nurses on a part-time basis nor will any nurses be used on an "as needed" ("PRN") basis. The Contractor shall use its best efforts to ensure that each unit to which a nurse is assigned is served consistently by that same nurse.
 - f. The Contractor agrees that all services will be provided on-site at Clover Bottom Developmental Center, with mutually agreed upon exceptions.

- g. The Contractor shall ensure that each nurse's work verification form is completed for each shift worked and that this form is signed by the appropriate Clover Bottom Developmental Center supervisor. Separate forms are required by each shift.

A.3. Minimum educational, training, and experience requirements:

- a. Each nurse must have graduated from an approved School of Nursing. Any nurse serving as a Nurse Manager/Grounds Supervisor must have at least a Bachelor's degree from an approved School of Nursing.
- b. Each nurse must have a current active license from the State of Tennessee as a Registered Nurse or as a Licensed Practical Nurse. Any nurse serving as a Nurse Manager/Grounds Supervisor must have a current active license from the State of Tennessee as a Registered Nurse.
- c. Each nurse must have at least two (2) years of medical-surgical nursing experience; two (2) or more years of experience in developmental disabilities nursing are preferred. Proof of experience in developmental disabilities nursing must be validated in writing. Any nurse serving as a Nurse Manager/Grounds Supervisor also must have at least one (1) year of nursing related supervisory experience.
- d. Each nurse must maintain a minimum of twelve (12) hours of nursing related continuing education annually. The Contractor must provide written verification at the time each of its nurses is assigned to Clover Bottom Developmental Center that the nurse's continuing education is in a current status. The Contractor must provide this verification for each of its nurses annually at the time the nurse completes his/her required continuing education.
- e. Each nurse must be qualified in Cardio-Pulmonary Resuscitation (CPR) procedures. The Contractor must provide written verification at the time each of its nurses is assigned to Clover Bottom Developmental Center that the nurse is currently certified in Cardio-Pulmonary Resuscitation (CPR) procedures. The Contractor must provide this verification for each of its nurses annually at the time the nurse completes his/her required training in Cardio-Pulmonary Resuscitation (CPR) procedures.
- f. Each nurse's immunization status must include current immunizations against hepatitis B, hepatitis A, tetanus, and the results of a tuberculosis skin test. The Contractor must provide written verification at the time each of its nurses is assigned to Clover Bottom Developmental Center that the nurse's immunization status is current as required. The Contractor must provide this verification for each of its nurses annually at the time the nurse receives his/her required immunizations.
- g. Each nurse's file must include the results of a background investigation that relates to the nurse's criminal, sexual/physical/mental abuse, and employment history. The Contractor at its own expense shall conduct this investigation for each of its nurses and the resulting information shall be provided to Clover Bottom Developmental Center. This information must be documented in each nurse's file and updated promptly at any time that the Contractor becomes aware of any change in the nurse's criminal, sexual/physical/mental abuse, and employment history. In the event that the Contractor does not comply with this requirement, the State reserves the right to cancel this Contract.
- h. One hundred percent (100%) of the total nursing staff must have completed Clover Bottom Developmental Center's three (3) weeks of basic orientation, which includes one (1) week of general facility orientation, one (1) week of nursing orientation, and one (1) week of work-site orientation prior to the effective beginning date of this Contract. This training will be provided by Clover Bottom Developmental Center and the Contractor will be allowed to bill these training hours at the contract rate for any nurse who enters training up to thirty (30) days after the effective beginning date of this Contract. Any subsequent training that must be provided to any nurse who commences after the 30th day of this Contract will not be billable. Clover Bottom Developmental Center will provide

the training, but it will be the Contractor's responsibility to compensate its employees for their time.

- i. A minimum of sixty percent (60%) of the total nursing staff must have completed the required court-ordered specialized training classes prior to the effective beginning date of this Contract: Required court-ordered specialized training classes include, but are not limited to:

Training Topic	Minimum Hours Required
Abuse/Mistreatment Investigation	2.5
Behavior Program Support Training	3.0
Challenges in Physical Management	15.0
Columbus Seizure Management	4.0
Cardio-Pulmonary Resuscitation (CPR)	4.0
Dangerous Mealtime Practices	7.5
Individual Support Plan (ISP) Training	22.5
ISP Follow-up Training	7.5
Outcome Performance Measures	30.0
Sign Language	3.0
Columbus Medication Administration	6.
TOTAL REQUIRED TRAINING HOURS	105.0

- j. The remaining forty percent (40%) of the total nursing staff must complete these required court-ordered specialized training classes within the first thirty (30) days after the effective beginning date of this Contract. This training will be provided by Clover Bottom Developmental Center and the Contractor will be allowed to bill these training hours at the contract rate for any nurse who enters training up to thirty (30) days after the effective beginning date of this Contract. Any subsequent training that must be provided to any nurse who commences after the 30th day of this Contract will not be billable. Clover Bottom Developmental Center will provide the training, but it will be the Contractor's responsibility to compensate its employees for their time.
- k. Each nurse must be able to demonstrate flexibility within a set schedule.
- l. Each nurse must be able to maintain good working relationships with peers and campus staff.

A.4. The Contractor will be responsible for providing the following nursing services:

- a. Each Registered Nurse serving as a staff nurse shall be responsible for the delivery of continuous and comprehensive nursing services which are consistent with current standards of nursing practice, including Developmental Disabilities Nursing Practice Standards and Medical/Nursing Best Practice Guidelines (see Section A.4.e.(3) and Section A.4.e.(5) of this Contract), to a designated number of individuals who reside at Clover Bottom Developmental Center, as further defined below:
 - (1) Assessment:

- i. recognizes or responds to reported changes in health status;
- ii. provides health status assessments appropriate to individual needs and based upon sound nursing judgment;
- iii. recognizes significant changes in health needs;
- iv. assures completion of periodic health status assessments to include:
 - admission nursing assessments;
 - assessments associated with transfers in and out of residential living areas;
 - annual nursing assessments;
 - review and cosigning of quarterly nursing assessments; and
 - nursing progress notes recorded at a frequency appropriate to individual needs.

(2) Diagnoses:

- i. establishes a set of nursing diagnoses for each individual assigned, based upon assessment data, particularly areas which include nutritional, behavioral, or adverse responses to drugs; and
- ii. revises nursing diagnoses as they change during periodic review or at the time of acute health problems.

(3) Planning:

- i. develops a nursing care plan with outcome oriented goals and goal-directed interventions specific to each assigned individual's needs;
- ii. assures that the nursing plan is consistent with the total active treatment plan outlined in each individual's Individual Health Plan;
- iii. revises the care plan annually with review and updates at least quarterly, or as determined by changes in health status;
- iv. documents care plan implementation on appropriate forms in accordance with facility policies and procedures; and
- v. assures that goals and objectives of the care plan are communicated to other members of the interdisciplinary team as warranted.

(4) Implementation:

- i. assures that assessment data is accessible, communicated, and recorded according to State and Federal laws and regulations and facility policies and procedures;
- ii. physician's orders:
 - transcribes and implements physician's orders according to accepted nursing practice guidelines and facility policies and procedures;
 - collects specimens as appropriate in accordance with nursing practice standards, State and Federal laws and regulations and facility policies and procedures; and

- notifies the physician within appropriate time frames of the results of tests/consultations and consultant recommendations;
- iii. administers and monitors prescribed controlled and non-controlled medications without supervision;
 - monitors response to treatment;
 - documents treatment administration;
 - notifies prescribing or on-call physician of any untoward response to treatment;
 - starts and monitors all intravenous medications; and
 - reviews medications administration records monthly;
- iv. acts as liaison between primary care physician and other members of the interdisciplinary team when the physician is not directly available;
- v. supervises Licensed Practical Nurses in the implementation of the nursing process;
- vi. participates in interdisciplinary shift-to-shift reporting, “stand-up” meetings, general staff meetings, nursing staff meetings, interdisciplinary team meetings, and other means to maintain communications;
- vii. provides one-on-one healthcare training to supportive living unit staff to ensure compliance with each individual’s healthcare needs;
- viii. responds to emergencies in a timely manner and provides interventions as warranted;
- ix. requisitions, inventories, maintains, and safeguards medical equipment and supplies, including emergency medical equipment;
- x. requisitions, inventories, maintains, and safeguards medications and nutritional supplements on a monthly basis and medication requisitions for individuals attending off-campus public schools on a weekly basis;
- xi. monitors each individual’s environment for safety and health hazards and makes recommendations and/or files appropriate reports regarding needed corrections; and
- xii. maintains a current, individualized health record that reflects the health status of each individual.

(5) Evaluation:

- i. evaluates responses of individuals to nursing actions and revises assessment data base; and
- ii. compares progress to stated goals and objectives.

(6) Other:

- i. participates in committee meetings or other activities as assigned;
- ii. audits individual charts for completeness and adherence to current treatment plan;

- iii. provides healthcare training to individuals who reside at Clover Bottom Developmental Center and to their family members as warranted;
 - iv. makes recommendations for evaluations and disciplinary actions for Licensed Practical Nurses and supportive living unit staff;
 - v. maintains current knowledge of assigned individual's Individual Support Plan;
 - vi. monitors compliance to individualized mealtime programs;
 - vii. requests interdisciplinary team meetings for individuals as needed based upon changes in healthcare status;
 - viii. participates in in-service training as assigned and as required by State and Federal statute and facility policies and procedures; and
 - ix. completes other duties as assigned.
- b. Each Licensed Practical Nurse serving as a staff nurse shall be responsible for the delivery of continuous and comprehensive nursing services, which are consistent with current standards of nursing practice, including Developmental Disabilities Nursing Practice Standards and Medical/Nursing Best Practice Guidelines (see Section A.4.e.(3) and Section A.4.e.(5) of this Contract), to a designated number of individuals who reside at Clover Bottom Developmental Center, as further defined below:
- (1) Assessment:
 - i. recognizes or responds to reported changes in health status;
 - ii. provides health status assessments appropriate to individual needs and based upon sound nursing judgment;
 - iii. recognizes significant changes in health needs;
 - iv. assures completion of periodic health status assessments to include:
 - admission nursing assessments;
 - assessments associated with transfers in and out of residential living areas;
 - annual nursing assessments;
 - quarterly nursing assessments, obtaining the Registered Nurse's co-signature; and
 - nursing progress notes recorded at a frequency appropriate to individual needs.
 - (2) Diagnoses:
 - i. establishes a set of nursing diagnoses for each individual assigned, based upon assessment data, particularly areas which include nutritional, behavioral, or adverse responses to drugs; and
 - ii. revises nursing diagnoses as they change during periodic review or at the time of acute health problems.
 - (3) Planning:

- i. develops a nursing care plan with outcome oriented goals and goal-directed interventions specific to each assigned individual's needs;
- ii. assures that the nursing plan is consistent with the total active treatment plan outlined in each individual's Individual Health Plan;
- iii. revises the care plan annually with review and updates at least quarterly, or as determined by changes in health status;
- iv. documents care plan implementation on appropriate forms in accordance with facility policies and procedures; and
- v. assures that goals and objectives of the care plan are communicated to other members of the interdisciplinary team as warranted.

(4) Implementation:

- i. assures that assessment data is accessible, communicated, and recorded according to State and Federal laws and regulations and facility policies and procedures;
- ii. physician's orders:
 - transcribes and implements physician's orders according to accepted nursing practice guidelines and facility policies and procedures;
 - collects specimens as appropriate in accordance with nursing practice standards, State and Federal laws and regulations and facility policies and procedures; and
 - notifies the physician within appropriate time frames of the results of tests/consultations and consultant recommendations;
- iii. administers and monitors prescribed medications and treatments:
 - monitors response to treatment;
 - documents treatment administration; and
 - notifies prescribing or on-call physician of any untoward response to treatment;
- iv. acts as liaison between primary care physician and other members of the interdisciplinary team when the physician is not directly available;
- v. participates in interdisciplinary shift-to-shift reporting, "stand-up" meetings, general staff meetings, nursing staff meetings, interdisciplinary team meetings, and other means to maintain communications;
- vi. provides one-on-one healthcare training to supportive living unit staff to ensure compliance with each individual's healthcare needs;
- vii. responds to emergencies in a timely manner and provides interventions as warranted;
- viii. requisitions, inventories, maintains, and safeguards medical equipment and supplies, including emergency medical equipment;
- ix. requisitions, inventories, maintains, and safeguards medications and nutritional supplements on a monthly basis and medication requisitions for individuals attending off-campus public schools on a weekly basis;

- x. monitors each individual's environment for safety and health hazards and makes recommendations and/or files appropriate reports regarding needed corrections; and
- xi. maintains a current, individualized health record that reflects the health status of each individual.

(5) Evaluation:

- i. evaluates responses of individuals to nursing actions and revises assessment data base; and
- ii. compares progress to stated goals and objectives.

(6) Other:

- i. participates in committee meetings or other activities as assigned;
- ii. audits individual charts for completeness and adherence to current treatment plan;
- iii. provides healthcare training to individuals who reside at Clover Bottom Developmental Center and to their family members as warranted;
- iv. may be asked to provide input for evaluations and disciplinary actions concerning the performance of supportive living unit staff;
- v. maintains current knowledge of assigned individual's Individual Support Plan;
- vi. monitors compliance to individualized mealtime programs;
- vii. requests interdisciplinary team meetings for individuals as needed based upon changes in healthcare status;
- viii. participates in in-service training as assigned and as required by State and Federal statute and facility policies and procedures;
- ix. accompanies individuals on field trips and other appointments as warranted;
- x. may be asked to arrange for transportation for individuals outside of the facility; and
- xi. completes other duties as assigned.

c. Registered Nurses serving as a Primary Nurse Manager or as a Grounds Supervisor shall be responsible for providing the following nursing services:

- (1) Each Registered Nurse serving as a Primary Nurse Manager shall have the responsibility of supervising a certain group of Registered Nurses serving as staff nurses and/or Licensed Practical Nurses serving as staff nurses, as assigned by the Director of Nursing. These staff nurses shall be responsible for the delivery of continuous and comprehensive nursing services which are consistent with current standards of nursing practice, including Developmental Disabilities Nursing Practice Standards and Medical/Nursing Best Practice Guidelines (see Section A.4.e.(3) and Section A.4.e.(5) of this Contract), to a designated number of individuals who reside at Clover Bottom Developmental Center, as defined in Section A.4.a. of this Contract for Registered Nurses serving as staff nurses, and as defined in Section A.4.b. of this Contract for Licensed Practical Nurses serving as staff nurses.

- (2) Each Registered Nurse serving as a Grounds Supervisor shall have the responsibility of ensuring that quality nursing care, **as described in the previous paragraph**, is provided to **all** individuals who reside at Clover Bottom Developmental Center.
- (3) The Nurse Manager/Grounds Supervisor shall serve as temporary Nursing Administrator in the absence of regular Nursing Administration, when requested by the Director of Nursing.
- (4) Specific duties of the Nurse Manager/Grounds Supervisor shall include the following:
 - i. supervises the nursing staff on duty;
 - ii. makes rounds on all assigned units in order to:
 - obtain shift and/or unit report;
 - review and assess needs of individuals with nursing staff and/or the Primary Care Physician;
 - assess needs with the Medical Officer of the Day (M.O.D.);
 - assess individuals experiencing acute illness;
 - determine sufficient staffing and reassign as warranted; and
 - review 24-hour report and incident report logs;
 - iii. completes performance evaluations on nursing staff annually and as otherwise indicated by the Director of Nursing;
 - iv. administers the disciplinary process in accordance with Clover Bottom Developmental Center Policy and Procedures;
 - v. assists in Tennessee Quality Initiative (TQI) monitoring as requested by the Director of Nursing;
 - vi. observes individuals during mealtimes in order to ensure compliance with meal plans and to detect any unsafe mealtime practices;
 - vii. observes medication administration in order to ensure compliance with Clover Bottom Developmental Center Policy and Procedures;
 - viii. monitors position changes and observes the skin condition of individuals who are confined to bed or to wheelchair;
 - ix. monitors individuals who are receiving tube feedings in order to ensure correct positioning and to detect any signs or symptoms of aspiration;
 - x. verifies assessment, documentation, and appropriate nursing intervention for any individuals requiring emergency transfers to outside hospitals;
 - xi. provides assistance and direction to the nursing and/or direct care staff as warranted;
 - xii. submits Clinical Supervisor Shift Reports to Nurse Managers, the Director of Nursing, and the Assistant Director of Nursing;
 - xiii. meets with the Director of Nursing when necessary;

- xiv. serves as the contact person to notify the Unit Nurse Manager, the On-Call Manager, or the Director of Nursing, as warranted;
- xv. conducts "Code Blue" drills and monitors staff response to these drills;
- xvi. evaluates staff in order to determine need for further emergency related training in order to ensure staff compliance with Clover Bottom Developmental Center Policy and Procedures;
- xvii. responds to all "Code Blues";
- xviii. be authorized to administer controlled and non-controlled medications according to Clover Bottom Developmental Center Policy and Procedures;
- xix. maintains a working knowledge of Clover Bottom Developmental Center Policy and Procedures;
- xx. monitors environment for safety and health hazards and makes recommendations as appropriate regarding corrections;
- xxi. verifies and completes follow-up documentation on job-related injuries; and
- xxii. documents employee absence.

(5) Other duties of the Nurse Manager/Grounds Supervisor shall include the following:

- i. participates in committee meetings or in other activities as assigned;
- ii. makes recommendations to the Director of Nursing in regard to updating Clover Bottom Developmental Center Policies and Procedures;
- iii. assists with nursing in-service training as warranted;
- iv. acts as charge nurse or staff nurse in case of emergency or severe staff shortage;
- v. assists Administrative Officer of the Day as warranted; and
- vi. performs other duties as assigned.

d. The Contractor agrees that its personnel shall not provide any services pursuant to this Contract until the following conditions are met:

- (1) Contract personnel have been screened and deemed qualified and suitable by the Contractor in accordance with the provisions of this Contract.
- (2) The Chief Officer of Clover Bottom Developmental Center (or his/her designee) has reviewed the credentials of contract personnel and, if deemed necessary, has personally interviewed contract personnel.
- (3) The Contractor shall conduct an investigation to ensure that contract personnel meet all of the State qualifications and can otherwise perform the duties as specified in this Contract. Contract personnel must be experienced, certified, and/or licensed as required by the State and must be able to communicate effectively in the English language. Contract personnel must not have been convicted or have current charges outstanding which would constitute a felony or misdemeanor conviction in Tennessee.

- (4) The Contractor shall provide all applicable and verifiable documentation as to education and experience, such as transcripts and curriculum vitae, licenses and certificates, personal and professional references.
 - (5) The Contractor shall coordinate all personal interviews between contract personnel and Clover Bottom Developmental Center representatives. The Contractor will be responsible for all costs relating to interviews and relocation.
 - (6) The Contractor warrants that no contract personnel who is a former employee of the State of Tennessee shall be referred within six (6) months of such employees' final separation from employment with the State of Tennessee. Further, no former employee shall be referred who was dismissed for cause or with or without cause during a probationary period or resigned not in good standing from employment with the State of Tennessee.
 - (7) Contract personnel shall not be deemed for any purpose to be employees of the State. With respect to contract personnel, the Contractor shall be responsible for payroll, benefits, worker's compensation, withholding of all State and Federal taxes, and depositing of same at the appropriate times and places.
 - (8) The Contractor will work with appropriate Clover Bottom Developmental Center staff who will be responsible to ensure that agreed upon recommendations within the Individual Support Plans are implemented.
 - (9) The State shall be the sole judge of the Contractor's performance. The Contractor agrees to remove (at its own expense) any contract personnel judged by the State as not providing satisfactory services. The Contractor further agrees not to charge the State for any services performed which the State designates as being unacceptable. The Contractor further agrees not to remove or transfer any contract personnel who are providing satisfactory services without the prior written approval of the State during the term of this Contract.
- e. The Contractor agrees that all services will meet or surpass standards for quality of services as specified in the following standards and laws:
- (1) Title XIX, Medical Regulations for Intermediate Care Facilities for Persons with Mental Retardation;
 - (2) The Settlement Agreement entered by the United States District Court for the Middle District of Tennessee in People First v. Clover Bottom, et al, relating to Clover Bottom Developmental Center, Greene Valley Developmental Center, and Nat T. Winston Developmental Center;
 - (3) Developmental Disabilities Nursing Practice Standards (Copyright 1995 Developmental Disabilities Nurses Association) as established by the National Developmental Disabilities Nurses Association;
 - (4) Medical/Nursing Best Practice Guidelines as established by the Division of Mental Retardation Services;
 - (5) Clover Bottom Developmental Center Policies and Procedures;
 - (6) Clover Bottom Developmental Center Medical and Professional Staff Bylaws; and Title 33, Tennessee Code Annotated.

B. CONTRACT TERM:

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.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifteen million, four hundred eighty nine thousand, five hundred dollars (\$15,489,500.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

C.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)				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
	7/1/08 - 6/30/09	7/1/09 - 6/30/10	7/1/10 - 6/30/11	7/1/11 - 6/30/12	7/1/12 - 6/30/13
Registered Nurse Services - per hour 6:00 am – 2:30 pm	46.07	46.07	47.45	48.40	48.40
Registered Nurse Services - per hour 2:00 pm – 10:30 pm	47.07	47.07	48.48	49.45	49.45
Registered Nurse Services - per hour 10:00 pm – 6:30 am	47.57	47.57	49.00	49.98	49.98
Licensed Practical Nurse Services - per hour 6:00 am – 2:30 pm	33.57	33.57	34.58	35.27	35.27

Service Description	Amount (per compensable increment)				
	Year 1	Year 2	Year 3	Year 4	Year 5
	7/1/08 - 6/30/09	7/1/09 - 6/30/10	7/1/10 - 6/30/11	7/1/11 - 6/30/12	7/1/12 - 6/30/13
Licensed Practical Nurse Services - per hour 2:00 pm – 10:30 pm	34.57	34.57	35.61	36.32	36.32
Licensed Practical Nurse Services - per hour 10:00 pm – 6:30 am	35.07	35.07	36.12	36.84	36.84
Nurse Manager/Grounds Supervisor Services - per hour 6:00 am – 2:30 pm	50.17	50.17	51.67	52.71	52.71
Nurse Manager/Grounds Supervisor Services - per hour 2:00 pm – 10:30 pm	51.17	51.17	52.70	53.76	53.76
Nurse Manager/Grounds Supervisor Services - per hour 10:00 pm – 6:30am	51.67	51.67	53.22	54.28	54.28

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. All hours will be reimbursed at regular hourly rates. No hours will be reimbursed at any overtime rates. There will no reimbursement for non-work hours.
- e. Normally, the hours assigned to each shift will be those hours indicated in the schedule shown above. However, depending upon the needs of the individuals who reside at Clover Bottom Developmental Center, contract personnel may be required to begin any of these shifts as much as one (1) hour earlier and/or one (1) hour later than the beginning times indicated in the schedule shown above.
- f. Payment shall be authorized for only seven and one-half (7.5) hours per shift with the expectation that the nurse will take a one (1) hour meal break. The nurse should contact the Health Services Coordinator or nursing supervisor when he/she is the only nurse on the unit. Mealtime hours will not be paid for unless the Health Services Coordinator or nursing supervisor has indicated on the nurse's work verification form that the nurses was unable to take his/her meal break.

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 bi-weekly, with all necessary supporting documentation, to:

Bobby Adkisson, Chief Accountant
Fiscal Services
Clover Bottom Developmental Center

275 Stewarts Ferry Pike
Nashville, Tennessee 37214

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Department of Finance and Administration, Division of Mental Retardation Services, Clover Bottom Developmental Center;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, 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:

David Surber, Fiscal Services
Department of Finance and Administration
Division of Mental Retardation Services
Clover Bottom Developmental Center
Fir Cottage, Room 1113
275 Stewarts Ferry Pike
Nashville, Tennessee 37214
Telephone # 615-231-5365
FAX # 615-231-5121
david.surber@state.tn.us

The Contractor:

Don Mooney, Executive Vice President
Columbus Medical Services LLC dba The Columbus Organization
1012 West Ninth Avenue
King of Prussia, Pennsylvania 19406
dmooney@columbusorg.com
Telephone # 800-229-5116
FAX # 888-379-2524

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. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:

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

E.6. 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.7. 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.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. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

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

E.10. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.11. Books, Documents, Papers, and Records Subject to review by State and Federal Government. The State of Tennessee Department of Finance and Administration Bureau of TennCare, the State of Tennessee Department of Finance and Administration Division of Mental Retardation Services, the United States Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examination, excerpts and transcriptions.

E.12. 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.13. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E.15. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-344.11-038 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

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

E.16. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be

deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.17. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

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

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

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

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

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

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

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

material from Contractor. The State shall make the final and binding determination of said amount.

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

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

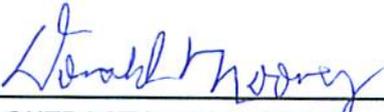
b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as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

E.18. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.

E.19. First Amendment Rights. The Contractor shall be aware that each individual who resides at Clover Bottom Developmental Center is entitled to all of the rights set forth in the First Amendment to the Constitution of the United States of America. Any person who observes any violation(s) of these rights is required to report the violation(s) promptly to the Office of the Investigators at Clover Bottom Developmental Center.

IN WITNESS WHEREOF:

COLUMBUS MEDICAL SERVICES LLC dba THE COLUMBUS ORGANIZATION:



05/14/08

CONTRACTOR SIGNATURE

DATE

DON MOONEY, EXECUTIVE VICE PRESIDENT

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF MENTAL RETARDATION SERVICES,
CLOVER BOTTOM DEVELOPMENTAL CENTER:



5-5-08

M. D. GOETZ, JR., COMMISSIONER

DATE

APPROVED:



6/10/08

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

DATE



6/12/08

DEBORAH E. STORY, COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES

DATE



6/12/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Columbus Medical Services LLC dba The Columbus Organization
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	75-2690132

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

LIQUIDATED DAMAGES

1. CONTRACT PERFORMANCE

Liquidated damages for failure to perform specific responsibilities other than the accurate and timely submission of reports and deliverables are as follows:

DELIVERABLE	LIQUIDATED DAMAGES
Failure to fill requested positions.	\$400 per day for each unfilled position per each eight hour shift
Failure to remove non-performing staff within 5 calendar days of written request from Clover Bottom Developmental Center.	\$500 per calendar day per occurrence