

CONTRACT #1
RFS # 359.10-20741
FA # 10-28856
Edison # 16250

**Department of Children's
Services**

VENDOR:
Helen Ross McNabb Center, Inc.
(formerly Child and Family
Tennessee)



State of Tennessee
Department of Children's Services (DCS)
Cordell Hull State Office Building, 7th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-3000

MEMORANDUM

To: Leni Chick, Contact & Audit Coordinator
Fiscal Review Committee

From: Suzanne G. White, Director of Contracts Management

Date: January 22, 2014

Subject: Name Change – Child & Family Tennessee merged with Helen Ross McNabb Center, Inc.

Please find as accompaniments to this summary memo the various supporting materials necessary to review the request for a name change due to a merger effective August 01, 2013 and the reduction of the maximum liability amount due to underutilization. The merger is between Child & Family Tennessee and Helen Ross McNabb Center, Inc. The current contract with the Child & Family Tennessee (16250) for Therapeutic Family Preservation services will be amended to change the name of the entity to Helen Ross McNabb Center, Inc.

The services were originally procured through the Request for Proposal (RFP) process. The request for the name change was not submitted to the Fiscal Review Committee (FRC) within the required 60-day period as Helen Ross McNabb did not notify the Department of the merger until November 11, 2013.



State of Tennessee
Department of Children's Services (DCS)
Cordell Hull State Office Building, 7th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-3000

MEMORANDUM

To: Leni Chick, Contact & Audit Coordinator
Fiscal Review Committee

From: Suzanne G. White, Director of Contracts Management

Date: December 13, 2013

Subject: Name Change – Child & Family Tennessee merged with Helen Ross McNabb Center, Inc.

Please find as accompaniments to this summary memo the various supporting materials necessary to review the request for a name change due to a merger effective August 01, 2013. The merger is between Child & Family Tennessee and Helen Ross McNabb Center, Inc. The current contract with the Child & Family Tennessee (16250) for Therapeutic Family Preservation services will be amended to change the name of the entity to Helen Ross McNabb Center, Inc.

The services were originally procured through the Request for Proposal (RFP) process. The request for the name change was not submitted to the Fiscal Review Committee (FRC) within the required 60-day period as Helen Ross McNabb did not notify the Department of the merger until November 11, 2013.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Suzanne G. White	*Contact Phone:	615-741-0581		
*Original Contract Number:	FA1028856	*Original RFS Number:	35910-20741		
Edison Contract Number: <i>(if applicable)</i>	16250	Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	July 1, 2009	*Current End Date:	June 30, 2014		
Current Request Amendment Number: <i>(if applicable)</i>	2				
Proposed Amendment Effective Date: <i>(if applicable)</i>	August 1, 2013				
*Department Submitting:	Children's Services				
*Division:	Contracts Management				
*Date Submitted:	12/13/2013				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Commissioner of Children's Services was notified by letter on November 11, 2013 that Helen Ross McNabb Center and Child & Family Tennessee merged, effective August 1, 2013.				
*Contract Vendor Name:	Original Contract Vendor: Child and Family Tennessee, New Vendor Name: Helen Ross McNabb Center				
*Current Maximum Liability:	\$2,100,000.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY
\$420,000	\$420,000	\$420,000	\$420,000	\$420,000	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY
\$19,699.50	\$40,987.35	\$49,433.50	\$70,565.50	\$32,350.75	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Contract has been underutilized by the region for unknown reasons. Surplus funds were not spent.		
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 Contract Allocation, please give the			No		

Supplemental Documentation Required for
Fiscal Review Committee

reasons and explain how funding was acquired to pay the overage:				
*Contract Funding Source/Amount:	State:	457,800.00	Federal:	1,642,200.00
Interdepartmental:	0.00		Other:	0.00
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
September 16, 2011		An additional clause was added to contract to include Criminal Background Check.		
Method of Original Award: <i>(if applicable)</i>		RFP		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$2,100,000.00		

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Fiscal Review Committee

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

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

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

Deliverable description:	FY:	FY:	FY:	FY:	FY:
DCS is not proposing a change to the terms and conditions of the contract. The sole purpose of the amendment is to change the name of the vendor based on a recent merger and a reduction in the maximum liability. C.3 remains the same.					

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

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

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

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

Unit	Sum Amount	Edison Co.	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
35910	34.500	000000000	000009020	Child & Far DFA		100015728	00153218	601002C	7/14/2010	2010
35910	69.000	000000000	000009020	Child & Far DFA		100010331	00096776	201001B	3/31/2010	2010
35910	69.000	000000000	000009020	Child & Far DFA		100015728	00153214	601001A	7/14/2010	2010
35910	69.000	000000000	000009020	Child & Far DFA		100015728	00153220	601002E	7/14/2010	2010
35910	86.250	000000000	000009020	Child & Far DFA		100006193	00047258	11200902A	1/11/2010	2010
35910	86.250	000000000	000009020	Child & Far DFA		100006193	00047266	11200903E	1/11/2010	2010
35910	86.250	000000000	000009020	Child & Far DFA		100008610	00075384	12200902E	2/23/2010	2010
35910	103.500	000000000	000009020	Child & Far DFA		100012070	00114915	301002B	5/6/2010	2010
35910	120.750	000000000	000009020	Child & Far DFA		100015728	00153217	601002B	7/14/2010	2010
35910	138.000	000000000	000009020	Child & Far DFA		100002953	00021449	9200901B	12/4/2009	2010
35910	138.000	000000000	000009020	Child & Far DFA		100008857	00078999	1201002C	3/2/2010	2010
35910	138.000	000000000	000009020	Child & Far DFA		100008857	00079001	1201003A	3/2/2010	2010
35910	138.000	000000000	000009020	Child & Far DFA		100010331	00096778	2010021A	3/31/2010	2010
35910	138.000	000000000	000009020	Child & Far DFA		100012070	00114961	301001B	5/6/2010	2010
35910	138.000	000000000	000009020	Child & Far DFA		100015141	00148295	CF250100	7/6/2010	2010
35910	138.000	000000000	000009020	Child & Far DFA		100015728	00153215	601001B	7/14/2010	2010
35910	138.000	000000000	000009020	Child & Far DFA		100015728	00153221	601002F	7/14/2010	2010
35910	155.250	000000000	000009020	Child & Far DFA		100008615	00075458	12200903E	2/23/2010	2010
35910	172.500	000000000	000009020	Child & Far DFA		100006193	00047262	11200903C	1/11/2010	2010
35910	172.500	000000000	000009020	Child & Far DFA		100010331	00096775	201001A	3/31/2010	2010
35910	189.750	000000000	000009020	Child & Far DFA		100008857	00079000	1201002D	3/2/2010	2010
35910	207.000	000000000	000009020	Child & Far DFA		100008857	00078998	1201002B	3/2/2010	2010
35910	207.000	000000000	000009020	Child & Far DFA		100013429	00130483	401001A	6/4/2010	2010
35910	207.000	000000000	000009020	Child & Far DFA		100013429	00130484	401002A	6/4/2010	2010
35910	224.250	000000000	000009020	Child & Far DFA		100004405	00030231	CFT10200	12/8/2009	2010
35910	241.500	000000000	000009020	Child & Far DFA		100006193	00047255	11200902A	1/11/2010	2010
35910	258.750	000000000	000009020	Child & Far DFA		100012070	00114914	301002A	5/6/2010	2010
35910	276.000	000000000	000008531	Foothills C&DFA		100007154	00058372	INV000018	1/27/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA		100002953	00021448	9200901A	12/4/2009	2010
35910	276.000	000000000	000009020	Child & Far DFA		100002953	00021450	9200901C	12/4/2009	2010
35910	276.000	000000000	000009020	Child & Far DFA		100004405	00030226	CFT10200	12/8/2009	2010
35910	276.000	000000000	000009020	Child & Far DFA		100004405	00030228	CFT10200	12/8/2009	2010
35910	276.000	000000000	000009020	Child & Far DFA		100004405	00030232	CFT10200	12/8/2009	2010
35910	276.000	000000000	000009020	Child & Far DFA		100006193	00047257	11200902A	1/11/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA		100006193	00047261	11200903C	1/11/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA		100006193	00047267	11200903C	1/11/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA		100008610	00075382	12200902E	2/23/2010	2010

35910	276.000	000000000	000009020	Child & Far DFA	I00008615f00075457	12200903A	2/23/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00010331f00096779	201002A	3/31/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00010331f00096780	201002B	3/31/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00010331f00096781	201002C	3/31/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00012070f00114913	301001A	5/6/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00012070f00114916	301002C	5/6/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00012070f00114917	301002D	5/6/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00012070f00114918	301002E	5/6/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00012070f00114962	301001C	5/6/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00013429f00130485	401002B	6/4/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00013429f00130486	401002C	6/4/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00013429f00130488	401002E	6/4/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00015141f00148296	CF250100f	7/6/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00015141f00148297	CF250100f	7/6/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00015141f00148298	CF501001f	7/6/2010	2010
35910	276.000	000000000	000009020	Child & Far DFA	I00015728f00153219	601002D	7/14/2010	2010
35910	345.000	000000000	000009020	Child & Far DFA	I00006193f00047265	11200903E	1/11/2010	2010
35910	362.250	000000000	000009020	Child & Far DFA	I00008610f00075381	12200902A	2/23/2010	2010
35910	362.250	000000000	000009020	Child & Far DFA	I00012070f00114919	301002F	5/6/2010	2010
35910	379.500	000000000	000009020	Child & Far DFA	I00012070f00114921	301002H	5/6/2010	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00002953f00021451	9200901D	12/4/2009	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00002953f00021452	9200901E	12/4/2009	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00004405f00030230	CFT10200f	12/8/2009	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00004405f00030233	CFT10200f	12/8/2009	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00006193f00047256	11200902A	1/11/2010	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00006193f00047263	11200903E	1/11/2010	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00006193f00047264	11200903E	1/11/2010	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00008610f00075383	12200902C	2/23/2010	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00010331f00096777	201001C	3/31/2010	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00012070f00114920	301002G	5/6/2010	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00013429f00130487	401002D	6/4/2010	2010
35910	414.000	000000000	000009020	Child & Far DFA	I00015728f00153216	601002A	7/14/2010	2010
35910	483.000	000000000	000009020	Child & Far DFA	I00004405f00030229	CFT10200f	12/8/2009	2010
35910	534.750	000000000	000009020	Child & Far DFA	I00006193f00047259	11200902A	1/11/2010	2010
35910	552.000	000000000	000009020	Child & Far DFA	I00004405f00030227	CFT10200f	12/8/2009	2010
35910	672.750	000000000	000009020	Child & Far DFA	I00008657f00078997	1201002A	3/2/2010	2010

Unit	Sum Amount	Edison Col	Vendor ID	Vendor Na	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
35910	74.000	000000000	000009020	Child & Far	DFA	T1940468	00211538	cf701002c	10/19/2010	2011
35910	74.000	000000000	000009020	Child & Far	DFA	T3361362	00269614	CF701002D	1/7/2011	2011
35910	74.000	000000000	000009020	Child & Far	DFA	T3903514	00291529	701002CC	2/1/2011	2011
35910	74.000	000000000	000009020	Child & Far	DFA	T5160570	00338161	022011-2B	4/1/2011	2011
35910	92.500	000000000	000009020	Child & Far	DFA	T7600483	00404719	CF0520112H	6/23/2011	2011
35910	111.000	000000000	000009020	Child & Far	DFA	T1940466	00211534	cf701001b	10/19/2010	2011
35910	111.000	000000000	000009020	Child & Far	DFA	T3361483	00269608	CF701001BB	1/7/2011	2011
35910	111.000	000000000	000009020	Child & Far	DFA	T7967375	00424352	CF0620112J	7/13/2011	2011
35910	129.500	000000000	000009020	Child & Far	DFA	I00020028	00259924	7010021A	12/16/2010	2011
35910	129.500	000000000	000009020	Child & Far	DFA	T6940861	00384921	CF04022011A	5/31/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	I00020028	00259921	701001D	12/16/2010	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T2240755	00214736	C&F701002B	10/28/2010	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T3361364	00269613	CF701002CC	1/7/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T3361365	00269607	CF701001AA	1/7/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T3361367	00269610	CF701001D	1/7/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T5160569	00338160	022011-2A	4/1/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T5960492	00360674	CF301001F	4/29/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T7600479	00404713	CF0520112B	6/23/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T7600481	00404716	CF0520112E	6/23/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T7600488	00404707	CF0520111A	6/23/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T7600490	00404710	CF0520111D	6/23/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T7952871	00424339	CF0620111A	7/13/2011	2011
35910	148.000	000000000	000009020	Child & Far	DFA	T7966393	00424351	CF0620112I	7/13/2011	2011
35910	166.500	000000000	000009020	Child & Far	DFA	T1940463	00211537	cf701002b	10/19/2010	2011
35910	185.000	000000000	000009020	Child & Far	DFA	I00020028	00259915	701002F	12/16/2010	2011
35910	185.000	000000000	000009020	Child & Far	DFA	T5960493	00360675	CF301001G	4/29/2011	2011
35910	203.500	000000000	000009020	Child & Far	DFA	I00020028	00259910	701002A	12/16/2010	2011
35910	203.500	000000000	000009020	Child & Far	DFA	T1940470	00211541	cf701002f	10/19/2010	2011
35910	203.500	000000000	000009020	Child & Far	DFA	T7966390	00424347	CF0620112E	7/13/2011	2011
35910	222.000	000000000	000009020	Child & Far	DFA	T2240773	00214735	C&F701002A	10/28/2010	2011
35910	222.000	000000000	000009020	Child & Far	DFA	T5960511	00360680	CF301002C	4/29/2011	2011
35910	222.000	000000000	000009020	Child & Far	DFA	T5960514	00360683	CF301002F	4/29/2011	2011
35910	240.500	000000000	000009020	Child & Far	DFA	T7966394	00424353	CF0620112K	7/13/2011	2011
35910	259.000	000000000	000009020	Child & Far	DFA	I00020028	00259911	701002B	12/16/2010	2011
35910	259.000	000000000	000009020	Child & Far	DFA	T2240756	00214734	C&F701001A	10/28/2010	2011
35910	259.000	000000000	000009020	Child & Far	DFA	T6940855	00384912	CF04012011B	5/31/2011	2011
35910	269.000	000000000	000009020	Child & Far	DFA	T3903515	00291531	701002EE	2/1/2011	2011

35910	277.500	000000000	000009020	Child & Far DFA	T1940475	00211535	c7701001c	10/19/2010	2011
35910	277.500	000000000	000009020	Child & Far DFA	T5160579	00338155	022011-1A	4/1/2011	2011
35910	277.500	000000000	000009020	Child & Far DFA	T5960509	00360678	CF301002A	4/29/2011	2011
35910	277.500	000000000	000009020	Child & Far DFA	T6940860	00384920	CF04012011J	5/31/2011	2011
35910	277.500	000000000	000009020	Child & Far DFA	T7600486	00404723	CF0520112L	6/23/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	I00020028f	00259912	701002C	12/16/2010	2011
35910	296.000	000000000	000009020	Child & Far DFA	I00020028f	00259917	701002H	12/16/2010	2011
35910	296.000	000000000	000009020	Child & Far DFA	I00020028f	00259918	701001A	12/16/2010	2011
35910	296.000	000000000	000009020	Child & Far DFA	I00020028f	00259920	701001C	12/16/2010	2011
35910	296.000	000000000	000009020	Child & Far DFA	I00020028f	00259923	701001F	12/16/2010	2011
35910	296.000	000000000	000009020	Child & Far DFA	T4440678	00312865	01012011A	2/28/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T5160571	00338162	022011-2C	4/1/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T5960490	00360671	CF301001C	4/29/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T5960508	00360677	CF301001I	4/29/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T6940856	00384913	CF04012011C	5/31/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T6940857	00384914	CF04012011D	5/31/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T6940859	00384916	CF04012011F	5/31/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T7600489	00404709	CF0520111C	6/23/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T7600507	00404718	CF0520112G	6/23/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T7966389	00424346	CF0620112D	7/13/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T7966392	00424349	CF0620112G	7/13/2011	2011
35910	296.000	000000000	000009020	Child & Far DFA	T7966395	00424354	CF0620112L	7/13/2011	2011
35910	333.000	000000000	000009020	Child & Far DFA	T5160582	00338159	022011-1E	4/1/2011	2011
35910	333.000	000000000	000009020	Child & Far DFA	T6940874	00384919	CF04012011I	5/31/2011	2011
35910	333.000	000000000	000009020	Child & Far DFA	T7600484	00404720	CF0520112I	6/23/2011	2011
35910	351.500	000000000	000009020	Child & Far DFA	T5160580	00338157	022011-1C	4/1/2011	2011
35910	351.500	000000000	000009020	Child & Far DFA	T6940854	00384911	CF04012011A	5/31/2011	2011
35910	351.500	000000000	000009020	Child & Far DFA	T7966386	00424344	CF0620112B	7/13/2011	2011
35910	370.000	000000000	000009020	Child & Far DFA	I00020028f	00259913	701002D	12/16/2010	2011
35910	370.000	000000000	000009020	Child & Far DFA	I00020028f	00259919	701001B	12/16/2010	2011
35910	370.000	000000000	000009020	Child & Far DFA	T1940471	00211542	c7701002g	10/19/2010	2011
35910	370.000	000000000	000009020	Child & Far DFA	T5960510	00360679	CF301002B	4/29/2011	2011
35910	388.500	000000000	000009020	Child & Far DFA	T2240775	00214738	C&F701002D	10/28/2010	2011
35910	388.500	000000000	000009020	Child & Far DFA	T5960512	00360681	CF301002D	6/3/2011	2011
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35910	624.000	00000000C	00000902C	Child & Fat DFA	T9841332	00499445	SM701009K	10/20/2011	2012
35910	702.000	00000000C	00000902C	Child & Fat DFA	T13461849	00622257	SM710212C	3/26/2012	2012
35910	780.000	00000000C	00000902C	Child & Fat DFA	T14821754	00671095	SM710412F	5/21/2012	2012
35910	780.000	00000000C	00000902C	Child & Fat DFA	T15641733	00695483	710512I	6/22/2012	2012
35910	897.000	00000000C	00000902C	Child & Fat DFA	T9621298	00481967	SM701008E	10/11/2011	2012
35910	916.500	00000000C	00000902C	Child & Fat DFA	T14501517	00653500	SM710312C	5/11/2012	2012
35910	1170.000	00000000C	00000902C	Child & Fat DFA	T9621296	00481965	SM701008C	10/11/2011	2012
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35910	164.000	00000000C	00000902C	Child & Fai	DFA	T1868152E	00801657	810612C	10/26/2012	2013
35910	164.000	00000000C	00000902C	Child & Fai	DFA	T1922262E	00828155	SM102012	11/29/2012	2013
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35910	164.000	00000000C	00000902C	Child & Fai	DFA	T2046153E	00902754	SM122012	2/22/2013	2013
35910	164.000	00000000C	00000902C	Child & Fai	DFA	T2104172E	00929159	SM122012	3/25/2013	2013
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35910	656.000	00000000C	00000902C	Child & FaiDFA	T2326136E	01020434	520132K	7/12/2013	2013
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35910	682.500	00000000C	00000902C	Child & FaiDFA	T1644141E	00722919	SM710612	7/25/2012	2013
35910	697.000	00000000C	00000902C	Child & FaiDFA	T1972138E	00858144	SM102012	1/4/2013	2013
35910	697.000	00000000C	00000902C	Child & FaiDFA	T2104165E	00929155	SM122012	3/25/2013	2013
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35910	820.000	00000000C	00000902C	Child & FaiDFA	T2180486E	00959307	1220122J	5/1/2013	2013
35910	820.000	00000000C	00000902C	Child & FaiDFA	T22301401	00979766	320132J	5/22/2013	2013
35910	936.000	00000000C	00000902C	Child & FaiDFA	T1644142E	00722922	SM710612	7/25/2012	2013
35910	984.000	00000000C	00000902C	Child & FaiDFA	T1808138E	00775874	SM810612	9/25/2012	2013

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35910	170.000	000000000	000009020	Child & Far	T26361313	01153004	SM820132	12/3/2013	2014
35910	191.250	000000000	000009020	Child & Far	T25101494	01097172	SM820132	9/27/2013	2014
35910	212.500	000000000	000009020	Child & Far	T25784454	01125869	SM820132	10/30/2013	2014
35910	212.500	000000000	000009020	Child & Far	T26361358	01153009	SM820132	12/3/2013	2014
35910	233.750	000000000	000009020	Child & Far	T24281915	01066708	SM720132	8/23/2013	2014
35910	255.000	000000000	000009020	Child & Far	T25101451	01097168	SM820132	9/27/2013	2014
35910	318.750	000000000	000009020	Child & Far	T25784447	01125862	SM820132	10/30/2013	2014
35910	318.750	000000000	000009020	Child & Far	T26101426	01134716	SM820132	11/14/2013	2014
35910	340.000	000000000	000009020	Child & Far	T25101342	01097177	SM820132	9/27/2013	2014
35910	340.000	000000000	000009020	Child & Far	T26361268	01152991	SM102013	12/3/2013	2014
35910	340.000	000000000	000009020	Child & Far	T26361280	01152996	SM820132	12/3/2013	2014
35910	361.250	000000000	000009020	Child & Far	T24281902	01066703	SM720132	8/23/2013	2014
35910	361.250	000000000	000009020	Child & Far	T26361386	01153007	SM820132	12/3/2013	2014
35910	382.500	000000000	000009020	Child & Far	T25101495	01097173	SM820132	9/27/2013	2014
35910	382.500	000000000	000009020	Child & Far	T25784455	01125872	SM820132	10/30/2013	2014
35910	382.500	000000000	000009020	Child & Far	T26361382	01152994	SM820132	12/3/2013	2014
35910	403.750	000000000	000009020	Child & Far	T24281899	01066698	SM720132	8/23/2013	2014
35910	403.750	000000000	000009020	Child & Far	T24281900	01066701	SM720132	8/23/2013	2014
35910	403.750	000000000	000009020	Child & Far	T25101492	01097163	SM820132	9/27/2013	2014
35910	425.000	000000000	000009020	Child & Far	T24281634	01066704	SM720132	8/23/2013	2014
35910	425.000	000000000	000009020	Child & Far	T24281904	01066705	SM720132	8/23/2013	2014
35910	425.000	000000000	000009020	Child & Far	T25101464	01097170	SM820132	9/27/2013	2014
35910	425.000	000000000	000009020	Child & Far	T25784437	01125866	SM820132	10/30/2013	2014
35910	425.000	000000000	000009020	Child & Far	T26361308	01153002	SM820132	12/3/2013	2014
35910	467.500	000000000	000009020	Child & Far	T24281903	01066696	SM720131	8/23/2013	2014
35910	467.500	000000000	000009020	Child & Far	T26361384	01153005	SM820132	12/3/2013	2014
35910	488.750	000000000	000009020	Child & Far	T26361355	01152997	SM820132	12/3/2013	2014
35910	510.000	000000000	000009020	Child & Far	T24281597	01066707	SM720132	8/23/2013	2014
35910	510.000	000000000	000009020	Child & Far	T24281598	01066706	SM720132	8/23/2013	2014
35910	510.000	000000000	000009020	Child & Far	T24921431	01094741	SM820131	9/23/2013	2014
35910	510.000	000000000	000009020	Child & Far	T25101330	01097162	SM820132	9/27/2013	2014

cy14-3039

Amendment Request

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

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Request Tracking #	35910-35053	
1. Procuring Agency	Department of Children's Services	
2. Contractor	Child & Family Tennessee	
3. Contract #	16250	
4. Proposed Amendment #	2	
5. Edison ID #	16250	
6. Contract Begin Date	7/1/2009	
7. Current Contract End Date - with ALL options to extend exercised	6/30/2014	
8. Proposed Contract End Date - with ALL options to extend exercised	6/30/2014	
9. Current Maximum Contract Cost - with ALL options to extend exercised	\$ 2,100,000.00	
10. Proposed Maximum Contract Cost - with ALL options to extend exercised	\$ 300,000.00	
11. Office for Information Resources Pre-Approval Endorsement Request - information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Pre-Approval Endorsement Request - health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Pre-Approval Endorsement Request - state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>The Attorney General's Office approved the merger between Helen Ross McNabb Center and Child & Family Tennessee effective August 01, 2013. The merger requires a name change to contract 16250 to that of Helen Ross McNabb. In addition, this contract was underutilized through the term of the contract. Based on the underutilization the contract will also be decreased to be more reflective of the usage.</p>	
15. Name & Address of the Contractor's Principal Owner(s) - NOT required for a TN state education institution		

Request Tracking #	35910-35053
<p>Andy Black, President/CEO Helen Ross McNabb Center, Inc. Administrative Services 201 W Springdale Ave. Knoxville, TN 37917</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Goods or Services</p> <p>The Helen Ross McNabb Center opened in the fall of 1948 as a Mental Health Center. The clinic was the first of its kind in Tennessee, and while the initial focus was on children, the intent was eventually to provide services to individuals of all ages.</p> <p>When the Tennessee Department of Mental Health was established in 1953; the Center took this opportunity to become independent of the City Health Department and was established as an independent non-profit corporation under its own board of directors. The parent board was reorganized, splitting into a board of directors for the Mental Health Center and a board for the newly formed Knox Area Mental Health Association. Adult services were added in 1955, and the Center became a United Fund (United Way) agency in 1957.</p> <p>Today the Helen Ross McNabb Center employs four hundred fifty (450) full and part time staff, and is a provider of mental health, substance abuse treatment and social services in Knox and 16 other East Tennessee counties. More than ten thousand (10,000) children, adults, and families are expected to receive services through Center programs this year.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The services were procured through a RFP. This request is for a name change and reduction in the maximum liability amount.</p>	
<p>18. Justification</p> <p>Due to an approved merger between Helen Ross McNabb and Child & Family Tennessee a name change is necessary. In addition, the contract was underutilized during the period and will be reduced to reflect usage.</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 circumstances</i></p> <p> 1/9/14</p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 35910-20741	Edison ID 16250	Contract # FA1028856	Amendment # 2		
Contractor Legal Entity Name Helen Ross McNabb Center, Inc.			Edison Vendor ID 90212		
Amendment Purpose & Effect(s) To change the name from Child and Family Tennessee to Helen Ross McNabb Center, Inc.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2014			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 1,800,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010	3,939.90	15,759.60	0.00	0.00	19,699.50
2011	8,197.47	32,789.88	0.00	0.00	40,987.35
2012	9,886.70	39,546.80	0.00	0.00	49,433.50
2013	14,113.00	56,452.00	0.00	0.00	70,565.00
2014	23,862.93	95,451.72	0.00	0.00	119,314.65
TOTAL:	60,000.00	240,000.00	0.00	0.00	300,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT TWO
OF CONTRACT FA1028856 (16250)
BETWEEN
THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
AND
THE HELEN ROSS MCNABB CENTER, INC.**

This Amendment is made and entered by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" and The Helen Ross McNabb Center, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 **Three Hundred Thousand Dollars (\$300,000.00)**. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

2. The following is added as Contract section E.20.:

E.20. Contractor Name. All references to "Child and Family Tennessee, Inc." shall be deleted and replaced with "The Helen Ross McNabb Center, Inc."

3. The following is added as Contract section E.21.:

E.21. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement 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 August 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

THE HELEN ROSS MCNABB CENTER, INC.:

ANDY BLACK, CEO

DATE

DEPARTMENT OF CHILDREN'S SERVICES:

JAMES M. HENRY, COMMISSIONER

DATE



CONTRACT AMENDMENT



Agency Tracking # 35910-20741	Edison ID 16250	Contract # FA1028856	Amendment # 1
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Contractor Legal Entity Name Child and Family Tennessee	Edison Vendor ID 90206
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Amendment Purpose & Effect(s)
Therapeutic Family Preservation – Smoky Mountain Region

Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	End Date: 06/30/2014
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Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment: \$ 0

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010	91,560.00	328,440.00	0.00	0.00	420,000.00
2011	91,560.00	328,440.00	0.00	0.00	420,000.00
2012	91,560.00	328,440.00	0.00	0.00	420,000.00
2013	91,560.00	328,440.00	0.00	0.00	420,000.00
2014	91,560.00	328,440.00	0.00	0.00	420,000.00
TOTAL:	457,800.00	1,642,200.00	0.00	0.00	2,100,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES 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.

[Signature] 9/15/11

OCR USE

FA1028856-01

Speed Chart (optional)	Account Code (optional)
------------------------	-------------------------



201 West Springdale Ave. • Knoxville, Tennessee 37917 • 865.637.9711 • 800.255.9711 • www.mcnabbcenter.org

November 11, 2013

Mr. James Henry, Commissioner
Department of Children Services
Cordell Hull Bldg., 7th Floor
436 6th Avenue North
Nashville, TN 37243

Dear Commissioner Henry,

We are delighted to inform you that the Tennessee Attorney General approved plans for the Helen Ross McNabb Center and Child & Family Tennessee to merge, effective Aug 1, 2013. A leadership team representing both organizations has been working to ensure a smooth transition and integration of services for the clients we serve.

The intent of this merger is to strengthen services traditionally provided by CFT and HRMC. Merging operations will allow the organizations to make a greater impact in the community by advancing efficiency in its operational structure and filling service gaps both geographically and programmatically. Consumers will have access to a full range of services that will meet their unique and individual needs under the umbrella of one organization.

Historically both organizations have served as a safety net for our community's most vulnerable citizens, providing services that strengthen and improve lives. We are excited to continue this tradition through the merger of these organizations. Everyone plays an important part in the current and future delivery of services. Thank you for your commitment to serving children in our community. We stand ready to partner with you today and in the future.

We want to assure you that all Child and Family Tennessee programs will continue uninterrupted.

Thank you for your continued support.

Sincerely,

Andy Black
CEO

cc: Suzanne White

Capital Filing Service, Inc.

992 Davidson Dr., Suite B
 Nashville, TN 37205
 info@capitalfiling.com
 Ph. 615-646-1404
 Fax 615-646-0810

INVOICE - PLEASE REMIT

DATE	INVOICE NO.
8/5/2013	247905

BILL TO
Keith Burroughs Burroughs Collins & Newcomb, PLC 900 South Gay Street Suite 600 Riverview Tower Knoxville, TN 37901-0551

SHIP TO
865-342-1040

Job / Reference #	Terms	Confirm?	Ship Date	Ship Via	Ordered By:
	Net 30		8/5/2013	e-mail/mail	K Burroughs
ITEM	DESCRIPTION		QTY	RATE	AMOUNT
Merger	File Merger docs. at Sec. of State Helen Ross McNabb Center Inc This invoice has been paid with your check #14979. Thank you!		1	20.00	20.00
				Total	\$20.00

The referenced information was obtained directly from government records, which are maintained by government officials. Capital Filing Service cannot independently verify the accuracy of these records and our involvement is limited to assisting in expediting the retrieval of this information.



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

HELEN ROSS MCNABB CENTER, INC. (THE)
201 W SPRINGDALE AVE
KNOXVILLE, TN 37917-5158

August 2, 2013

Control # 78166

Effective Date: 08/02/2013

Document Receipt

Receipt #: 1115732

Filing Fee: \$100.00

Payment-Check/MO - BURROUGHS, COLLINS & NEWCOMB, PLC, KNOXVILLE, TN

\$100.00

ACKNOWLEDGMENT OF MERGER

CHILD AND FAMILY TENNESSEE (TENNESSEE) (Qualified Non-survivor)

merged into **HELEN ROSS MCNABB CENTER, INC. (THE) (TENNESSEE)**
(Qualified Survivor)

This will acknowledge the filing of the attached Articles of Merger with an effective date as indicated above.

When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

Processed By: Cynthia Dunn

2
7229.0602, 08/02/2013, 12:10:44, Received by Tennessee Secretary of State Tre Hargett

FILED

ARTICLES OF MERGER FOR THE HELEN ROSS MCNABB CENTER, INC. AND CHILD AND FAMILY TENNESSEE

Pursuant to the provisions of the Tennessee Non-Profit Corporation Act, the undersigned corporations adopt the following Articles of Merger:

Article I

The Plan of Merger is attached as Exhibit A, and incorporated by reference herein.

Article II

The Helen Ross McNabb Center, Inc. adopted the Plan of Merger on the 30th day of April, 2013, to be effective 12:01 a.m. July 1, 2013.

Article III

Child and Family Tennessee adopted the Plan of Merger on the 29th day of April, 2013, to be effective 12:01 a.m. July 1, 2013.

Article IV

Pursuant to TCA § 48-61-102(b) the Plan of Merger was delivered to the Attorney General and Reporter at least twenty (20) days prior to this signing, and the Attorney General and Reporter has indicated by return letter dated June 28, 2013, that there are no objections to the merger.

Article V

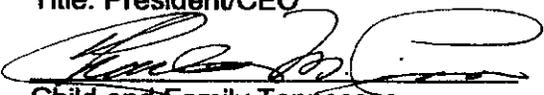
Pursuant to the Definitive Merger Agreement entered into by and between Helen Ross McNabb Center, Inc., and Child and Family Tennessee, the Merger of Child and Family Tennessee into Helen Ross McNabb Center, Inc., shall occur effective August 1, 2013, at 12:01 a.m. EDT.

IN WITNESS WHEREOF, The parties hereto have caused these Articles of Merger to be executed and delivered to the Tennessee Secretary of State.



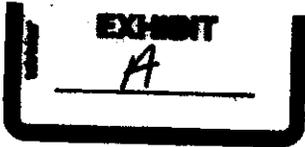
Helen Ross McNabb Center, Inc.
By: William Andrew Black
Title: President/CEO

August 1, 2013
Date



Child and Family Tennessee
By: Charles M. Finn
Title: Board Chair

August 1, 2013
Date



72229.0603, 08/02/2013, 12:10:45, Received by Tennessee Secretary of State Tre Hargett

PLAN OF MERGER

This Plan Of Merger is hereby made as of the dates reflected below beside the signatures of the parties hereto pursuant to TCA 48-61-101, et seq., for approval by the Tennessee Attorney General and Reporter, by and between The Helen Ross McNabb Center, Inc., hereinafter referred to as the "Surviving Corporation," and Child and Family Tennessee, hereinafter referred to as the "Absorbed Corporation."

STIPULATIONS

1. Helen Ross McNabb Center, Inc., is a non-profit public benefit corporation organized and existing under the laws of the State of Tennessee with its principal office at 201 West Springdale Avenue, Knoxville, TN 37917.

2. Child and Family Tennessee is a non-profit public benefit corporation organized and existing under the laws of the State of Tennessee with its principal office at 901 E. Summitt Hill Drive, Knoxville, Tennessee 37915.

3. The Boards of Directors of the constituent corporations deem it desirable and in the best business interests of the corporations that Child and Family Tennessee be merged into The Helen Ross McNabb Center, Inc. pursuant to the provisions of the Tennessee Non-Profit Corporation Act.

In consideration of the mutual covenants, and subject to the terms and conditions set forth below, the constituent corporations agree as follows:

Section I - Merger

Child and Family Tennessee shall merge with and into The Helen Ross McNabb Center, Inc., with The Helen Ross McNabb Center, Inc., being the Surviving Corporation.

Section II - Terms and Conditions

On the effective date of the merger, the separate existence of the Absorbed Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of the Absorbed Corporation, without the necessity for any separate transfer or the exchange of any consideration. The Surviving Corporation shall then be responsible for and liable for all liabilities and obligations of the Absorbed Corporation, and neither the rights of creditors nor any liens on the property of the Absorbed Corporation shall be impaired by the merger.

Section III - Approval by Boards

As neither corporation has members, this plan of merger shall be submitted for the approval of the Boards of Directors of Child and Family Tennessee and The Helen Ross McNabb Center, Inc. as provided by the applicable laws of the State of Tennessee at meetings to be held on or before June 30, 2013, or at such other time as the Directors of the corporations may agree.

Section IV - Effective date of merger

The anticipated effective time and date of this merger shall be effective as of 12:01 a.m. July 1, 2013.

Adopted by the parties the date set forth beside the signature of the parties below.

Helen Ross McNabb Center, Inc.

By: W.R. Stuck
Its: C.E.O.

Date: 4-30-2013

Child and Family Tennessee

By: Charles M. [Signature]
Its: BOARD CHAIR

Date: 4-29-2013

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
AND
CHILD AND FAMILY TENNESSEE**

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" and Child and Family Tennessee, hereinafter referred to as the "Contractor," is for the provision of Therapeutic Family Preservation Services in the Smoky Mountain Region of Tennessee which includes Blount, Claiborne, Cocke, Grainger, Hamblen, Jefferson and Sevier counties, as further defined in the "SCOPE OF SERVICES."

The Contractor is a non-profit 501 (c)(3) corporation.
Contractor Federal Employer Identification or Social Security Number: 62-0547289
Contractor Place of Incorporation or Organization: Tennessee

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 shall perform the services as detailed below in the Smoky Mountain Region. Services may be provided at the office of the Contractor if DCS Staff deems appropriate. DCS may require that services be provided at locations within the region convenient to the child and/or family. RO
VPMIX
7-29-09
- A.3. The Contractor shall:
 - A.3.a. provide short term highly intensive home based services designed to protect, treat and support families including those who have at least one child in placement in DCS custody;
 - A.3.b. use an evidenced based practice which is defined as a model, effective or promising program as listed by SAMSHA (Substance Abuse and Mental Health Services Administration) or an approach which integrates a research validated program with evidence as supplied by the contractor and approved by DCS, while maintaining appropriate case manager/client ratios;
 - A.3.c. contact the family face to face within twenty- four (24) hours of receiving the referral (telephone contact exceptions would require approval in writing by the regional administrator or their designee) from the regional fiscal team;
 - A.3.d. provide a wide range of flexible and responsive services tailored to the individual child and family;
 - A.3.e. attend Family Support Team Meetings (FSTM) and Child and Family Team Meetings (CFTM) with DCS at least quarterly or as needed to insure progress toward permanency;
 - A.3.f. testify in court at the request of DCS as needed;
 - A.3.g. provide services that are available twenty four (24) hours a day, seven (7) days a week at times that are convenient to the family and are culturally, intellectually, economically, socially, spiritually and gender sensitive to the family;
 - A.3.h. assist the family in developing an information support system to ensure long term stability for the family;

A.3.i. provide detailed monthly report of services that documents child and family's progress and any barriers toward achieving safety and permanency for the child.

A.4. Therapeutic Family Support Services

A.4.a. Family Support Services shall be provided by licensed clinical staff or by non-licensed master or bachelor level staff under the direct supervision of licensed clinical staff. The minimum qualifications for staff providing services include a Bachelor's level degree (B.A or B.S) in the social sciences or education with one (1) year relevant professional experience working with families and children or teaching. Licensed clinical staff may supervise no more than five to six (5-6) non-licensed master or bachelor level staff.

A.4.b. Family Support Services are skill building, teaching and modeling, advocacy, and crisis management. These services will help attain the goals set forth on each individual family's Service Plan. Services may also include life development; anger management; parent education; conflict resolution training and other services not covered by TENNCARE.

A.4.c. The Contractor shall:

- (1) provide a minimum of one (1) face- to- face contact per week and up to but not to exceed twenty three (23) hours of face- to- face child and/or family contacts each month;
- (2) provide services almost entirely in the home, school and other natural environments that are most convenient to the family;
- (3) provide a wide range of flexible and responsive services tailored to the individual child and/or family;
- (4) in conjunction with DCS develop a family service plan that: identifies strengths and weakness; establishes goals; includes specific behavioral objectives for the child and family; identifies the specific services which will be arranged or purchased; lists the specific responsibilities of the Family Support Staff in implementation of the plan; and works with all family members included in the family service plan collectively and/or individually;
- (5) complete and submit the service plan to the referring case manager within fifteen (15) working days of the initial referral date.

A.5. Therapeutic Family Violence Intervention Services

A.5.a. Family Violence Intervention shall be provided by licensed clinical staff or by non-licensed master or bachelor level staff under the direct supervision of licensed clinical staff with family violence counseling certification from a specialized training program. The minimum qualifications for staff providing services include a Bachelor's level degree (B.A or B.S) in the social sciences or education with one (1) year relevant professional experience working with families and children or teaching.

A.5.b. Family Violence Intervention services are skill building, teaching and modeling, advocacy, and crisis management. These services will help attain the goals set forth on each individual family's Service Plan as they relate to family violence.

A.5.c. The Contractor shall:

- (1) provide clients/families with a minimum of one (1) face to face contact per week and up to twenty (20) hours of face-to-face child and or family contacts per month;

- (2) **focus on issues** of violence with the family. These issues may relate to victims of child physical abuse, child sexual abuse, spousal abuse or perpetrators of these types of abuse who are family members.

A.6. Therapeutic Family Visitation Services

A.6.a. The minimum staff requirements are a bachelor's level specialist under the direct supervision and direction of a master's level licensed clinician.

A.6.b. The Contractor shall:

- (1) complete an initial assessment during the first month of authorized service. During this assessment, the Contractor will conduct interviews with the family, collect a history, identify safety issues. Parents and/or any other significant family member will identify issues they foresee arising when visiting with their children, and set goals;
- (2) develop, at the end of the assessment phase, an individualized visitation/service plan that has time- limited, measurable goals and includes identified needs of parent(s) and child(ren), goals of the service, and location and duration of future visits. This plan will be developed in partnership with and approved by the referring case manager and made available within fifteen (15) calendar days of completion of the plan. The Contractor will appear as necessary in court with the case manager to present the visitation plan;
- (3) provide feedback, instruction, and direction to parent(s) concerning visits and provide feedback and observations to the referent concerning visitation.

A. 7. Outcomes

A.7.a. The Contractor shall participate and be held accountable for any performance measures/outcomes developed and implemented by the DCS in the delivery of these services. The performance measures/outcomes, once developed, will be incorporated into this contract by reference.

A.7.b. The Contractor shall be able to demonstrate a measurable improvement in the family's functionality as a direct result of the services rendered. The DCS case worker will utilize the Family Advocacy and Support Tool (FAST), Attachment A, to measure family functionality at both the pre-service and post-service timeframes in order to provide data regarding the contractor's performance;

A.7.c. DCS shall:

- (1) set time frames for all services dependant on the needs of the family being served as well as the service provider's and DCS' observations and recommendations.
- (2) provide an Authorization of Services, Attachment B, to the regional fiscal unit, for each service requested under the contract. The initial Authorization of Service will be valid for one calendar month and will provide the following information:
 - a. which services are being authorized;
 - b. what time period the authorization covers;
 - c. what amount and value of hours are being authorized for that period;
- (3) determine the number of hours authorized (hours may not be carried over to the next calendar month);

- (4) approve additional hours within the current or subsequent months upon request from the referring case manager with appropriate documentation to authorize the additional hours, and with the approval of the regional fiscal unit.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on July 1, 2009 and ending on June 30, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million One Hundred Thousand Dollars (\$2,100,000.00). 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 Family Per Hour)				
	Year 1	Year 2	Year 3	Year 4	Year 5
	July 1, 2009— June 30, 2010	July 1, 2010— June 30, 2011	July 1, 2011— June 30, 2012	July 1, 2012— June 30, 2013	July 1, 2013— June 30, 2014
**Therapeutic Family Support Services	\$69.00	\$74.00	\$78.00	\$82.00	\$85.00
**Therapeutic Family Violence Intervention Services	\$69.00	\$74.00	\$78.00	\$82.00	\$85.00
**Therapeutic Family Visitation Services	\$69.00	\$74.00	\$78.00	\$82.00	\$85.00

* NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

** The rate is the complete amount per hour per family regardless of the volume of staff involved.

*** The contractor may bill in quarter hour increments of service.

c. The Contractor shall not be compensated for travel time to the primary location of service provision

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, Attachment C, no more often than monthly, with all necessary supporting documentation, to:

Steve Bass, Fiscal Director
State of Tennessee
DCS Smoky Mountain Region
182 Frank L. Diggs Dr., Suite 100
Clinton, TN 37716

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 Children's Services & Smoky Mountain Region;
- (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 D, 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:

Suzanne White, Director
Department of Children's Services
8th Floor, Cordell Hull Building
436 6th Avenue North
Nashville, TN 37243
Suzanne.G.White@state.tn.us
Telephone # 615-741-8425
FAX # 615-532-2263

The Contractor:

Kathryn R. O'Day, President/CEO
Child and Family Tennessee
901 East Summit Hill Drive
Knoxville, TN 37915-1214
koday@child-family.org
Telephone # 865-524-7483

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

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

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
Professional Malpractice Liability with a limit of not less than five hundred thousand Dollars (\$500,000) per claim and one million dollars (\$1,000,000) 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.7. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

E.8. **HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

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

E.9. **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.10. 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.11. 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.12. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

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

E.14. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.15. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

E.16. Contractor Commitment to 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-359.20-741-10 (Attachment 6.2., Section B, Item B.15) 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.17. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed two (2) times the value of this Contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if

ATTACHMENT A



Tennessee Department of Children's Services
Family Advocacy and Support Tool

Type: Initial Reassessment End of Services Date Reviewed: _____
 Family Name: _____ Investigation ID: _____ Region/County: _____
 Assessor: _____ Date Completed: _____ Team Leader: _____

- "0" Indicates no evidence of a need or a clear strength.
- "1" Indicates watchful waiting/prevention, further assessment, or opportunities for strength building.
- "2" Indicates a need for service action.
- "3" Indicates a need for immediate or intensive service action.

I. THE FAMILY TOGETHER

	0	1	2	3	NA
1. Parental/Caregiver Collaboration					
2. Relations among Siblings					
3. Extended Family Relations					
4. Family Conflict					
5. Family Communication					
6. Family Role Appropriateness					
7. Family Safety					
8. Financial Resources					
9. Residential Stability					
10. Physical Condition of Home					
11. Home Maintenance					

II. CAREGIVER A

	0	1	2	3	NA
12A. Caregiver's Emotional Response					
13A. Caregiver's Boundaries					
14A. Caregiver's Involvement					
15A. Caregiver's Supervision					
16A. Caregiver's Discipline					
17A. Caregiver's Partner Relationship					
18A. Caregiver's Vocational Functioning					
19A. Caregiver's Mental Health					
20A. Caregiver's Substance Abuse					

II. CAREGIVER B

	0	1	2	3	NA
12B. Caregiver's Emotional Response					
13B. Caregiver's Boundaries					
14B. Caregiver's Involvement					
15B. Caregiver's Supervision					
16B. Caregiver's Discipline					
17B. Caregiver's Partner Relationship					
18B. Caregiver's Vocational Functioning					
19B. Caregiver's Mental Health					
20B. Caregiver's Substance Abuse					

II. CAREGIVER C

	0	1	2	3	NA
12C. Caregiver's Emotional Response					
13C. Caregiver's Boundaries					
14C. Caregiver's Involvement					
15C. Caregiver's Supervision					
16C. Caregiver's Discipline					
17C. Caregiver's Partner Relationship					
18C. Caregiver's Vocational Functioning					
19C. Caregiver's Mental Health					
20C. Caregiver's Substance Abuse					

II. CAREGIVER D

	0	1	2	3	NA
12D. Caregiver's Emotional Response					
13D. Caregiver's Boundaries					
14D. Caregiver's Involvement					
15D. Caregiver's Supervision					
16D. Caregiver's Discipline					
17D. Caregiver's Partner Relationship					
18D. Caregiver's Vocational Functioning					
19D. Caregiver's Mental Health					
20D. Caregiver's Substance Abuse					

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Check the "Forms" Webpage for the current version and disregard previous versions. This form may not be altered without prior approval.
 Distribution: Child's Case File
 CS-0906, 11/08

III. CHILD FUNCTIONING A						III. CHILD FUNCTIONING B					
Gender: <input type="checkbox"/> M <input type="checkbox"/> F		Age:		Name:		Gender: <input type="checkbox"/> M <input type="checkbox"/> F		Age:		Name:	
	0	1	2	3	NA		0	1	2	3	NA
21A. Relationship w/Bio Mother	<input type="checkbox"/>	21B. Relationship w/Bio Mother	<input type="checkbox"/>								
22A. Relationship w/Bio Father	<input type="checkbox"/>	22B. Relationship w/Bio Father	<input type="checkbox"/>								
23A. Relationship w/Primary Caregiver	<input type="checkbox"/>	23B. Relationship w/Primary Caregiver	<input type="checkbox"/>								
24A. Relationship w/other Family Adults	<input type="checkbox"/>	24B. Relationship w/other Family Adults	<input type="checkbox"/>								
25A. Child high Risk Behavior	<input type="checkbox"/>	25B. Child high Risk Behavior	<input type="checkbox"/>								
26A. Health Status	<input type="checkbox"/>	26B. Health Status	<input type="checkbox"/>								
27A. Mental Health Status	<input type="checkbox"/>	27B. Mental Health Status	<input type="checkbox"/>								
28A. Cognitive Skills	<input type="checkbox"/>	28B. Cognitive Skills	<input type="checkbox"/>								
29A. Self-Regulation Skills	<input type="checkbox"/>	29B. Self-Regulation Skills	<input type="checkbox"/>								
30A. Interpersonal Skills	<input type="checkbox"/>	30B. Interpersonal Skills	<input type="checkbox"/>								
31A. Educational Status	<input type="checkbox"/>	31B. Educational Status	<input type="checkbox"/>								

III. CHILD FUNCTIONING C						III. CHILD FUNCTIONING D					
Gender: <input type="checkbox"/> M <input type="checkbox"/> F		Age:		Name:		Gender: <input type="checkbox"/> M <input type="checkbox"/> F		Age:		Name:	
	0	1	2	3	NA		0	1	2	3	NA
21C. Relationship w/Bio Mother	<input type="checkbox"/>	21D. Relationship w/Bio Mother	<input type="checkbox"/>								
22C. Relationship w/Bio Father	<input type="checkbox"/>	22D. Relationship w/Bio Father	<input type="checkbox"/>								
23C. Relationship w/Primary Caregiver	<input type="checkbox"/>	23D. Relationship w/Primary Caregiver	<input type="checkbox"/>								
24C. Relationship w/other Family Adults	<input type="checkbox"/>	24D. Relationship w/other Family Adults	<input type="checkbox"/>								
25C. Child high Risk Behavior	<input type="checkbox"/>	25D. Child high Risk Behavior	<input type="checkbox"/>								
26C. Health Status	<input type="checkbox"/>	26D. Health Status	<input type="checkbox"/>								
27C. Mental Health Status	<input type="checkbox"/>	27D. Mental Health Status	<input type="checkbox"/>								
28C. Cognitive Skills	<input type="checkbox"/>	28D. Cognitive Skills	<input type="checkbox"/>								
29C. Self-Regulation Skills	<input type="checkbox"/>	29D. Self-Regulation Skills	<input type="checkbox"/>								
30C. Interpersonal Skills	<input type="checkbox"/>	30D. Interpersonal Skills	<input type="checkbox"/>								
31C. Educational Status	<input type="checkbox"/>	31D. Educational Status	<input type="checkbox"/>								

III. CHILD FUNCTIONING E						III. CHILD FUNCTIONING F					
Gender: <input type="checkbox"/> M <input type="checkbox"/> F		Age:		Name:		Gender: <input type="checkbox"/> M <input type="checkbox"/> F		Age:		Name:	
	0	1	2	3	NA		0	1	2	3	NA
21E. Relationship w/Bio Mother	<input type="checkbox"/>	21F. Relationship w/Bio Mother	<input type="checkbox"/>								
22E. Relationship w/Bio Father	<input type="checkbox"/>	22F. Relationship w/Bio Father	<input type="checkbox"/>								
23E. Child high Risk Behavior	<input type="checkbox"/>	23F. Relationship w/Primary Caregiver	<input type="checkbox"/>								
24E. Relationship w/other Family Adults	<input type="checkbox"/>	24F. Relationship w/other Family Adults	<input type="checkbox"/>								
25E. Child high Risk Behavior	<input type="checkbox"/>	25F. Child high Risk Behavior	<input type="checkbox"/>								
26E. Health Status	<input type="checkbox"/>	26F. Health Status	<input type="checkbox"/>								
27E. Mental Health Status	<input type="checkbox"/>	27F. Mental Health Status	<input type="checkbox"/>								
28E. Cognitive Skills	<input type="checkbox"/>	28F. Cognitive Skills	<input type="checkbox"/>								
29E. Self-Regulation Skills	<input type="checkbox"/>	29F. Self-Regulation Skills	<input type="checkbox"/>								
30E. Interpersonal Skills	<input type="checkbox"/>	30F. Interpersonal Skills	<input type="checkbox"/>								
31E. Educational Status	<input type="checkbox"/>	31F. Educational Status	<input type="checkbox"/>								

IV. CAREGIVER ADVOCACY

	0	1	2	3	NA
32. Knowledge of Family/Child Needs	<input type="checkbox"/>				
33. Knowledge of Service Options	<input type="checkbox"/>				
34. Knowledge of Rights & Responsibilities	<input type="checkbox"/>				
35. Ability to Listen	<input type="checkbox"/>				
36. Ability to Communicate	<input type="checkbox"/>				
37. Natural Supports	<input type="checkbox"/>				
38. Satisfaction w/Youth's Living Arrangement	<input type="checkbox"/>				
39. Satisfaction w/Youth's Educational Arrangement	<input type="checkbox"/>				
40. Satisfaction w/Services Arrangement	<input type="checkbox"/>				

ATTACHMENT B

Services Authorized for: Name if Other than Child

AUTHORIZATION OF SERVICES				
Department of Children's Services – (Specific) Region			[VENDOR NAME]	
PROGRAM:	Program name	FEIN/SSN:	[VENDOR ID NUMBER]	
ALLOTMENT:	Allotment Code	ADDRESS:	[VENDOR ADDRESS]	
COST CENTER:	Procedure Code		[VENDOR ADDRESS]	
AUTHORIZATION #:	Authorization Number	PHONE:	[VENDOR TELEPHONE NUMBER]	
	Child Name	FAX:	[VENDOR FAX NUMBER]	
	Child ID #			
	Child SS#			
	Child DOB			
ITEMS AUTHORIZED	SERVICE DATE(S)	UNITS AUTHORIZED	UNIT COST	AMOUNT AUTHORIZED

This Authorization of Services is issued to be effective (date) and void after (date).			
DATE: Date Authorized		DATE: Date Accepted	
Signature of Fiscal Unit Designee		Signature of Service Provider Designee	
Name and Title of Fiscal Unit Designee		Name and Title of Service Provider Designee	

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Child and Family Tennessee
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-0547289

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.

Kathryn R. O'Day, President & CEO

PRINTED NAME AND TITLE OF SIGNATORY

7/7/2009

DATE OF ATTESTATION