



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 31865-00814	<b>Edison ID</b> 64722	<b>Contract #</b>	<b>Amendment #</b> 02		
<b>Contractor Legal Entity Name</b> Department of Health			<b>Edison Vendor ID</b> 0000000051		
<b>Amendment Purpose &amp; Effect(s)</b> Term Extension and Funding Addition					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> October 27, 2023			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A): <b>\$ 420,432.00</b>					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2020	\$73,554.00	\$346,662.00	\$0.00	\$0.00	\$420,216.00
2021	\$96,896.44	\$290,689.31	\$0.00	\$0.00	\$387,585.75
2022	\$113,319.56	\$339,958.69	\$0.00	\$0.00	\$453,278.25
2023	\$105,108.00	\$315,324.00	\$0.00	\$0.00	\$420,432.00
2024	\$35,036.00	105,108.00	\$0.00	\$0.00	\$140,144.00
<b>TOTAL:</b>	<b>\$455,414.00</b>	<b>\$1,366,242.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,821,656.00</b>
<b>Budget Officer Confirmation:</b> 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.					
<b>Crystal G. Allen</b>		<i>CPO USE</i>			
Digitally signed by: Crystal G. Allen DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = TennCare/Budget Date: 2022.07.12 11:47:21 -06'00'					
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT #2  
OF CONTRACT 64722  
INTERAGENCY AGREEMENT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF TENNCARE  
AND  
DEPARTMENT OF HEALTH**

This Amendment is made and entered by and between the State of Tennessee, the Department of Finance and Administration, Division of TennCare hereinafter referred to as the "Procuring State Agency" or "TennCare" and the Tennessee Department of Health, hereinafter referred to as the "Contracting State Agency" or "TDH," collectively referred to as the Parties. 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 B.1 and B.2 are deleted in its entirety and replaced with the following:
  - B.1 This Agreement shall be effective on October 23, 2019 ("Effective Date"), and extend for a period of forty-eight (48) months after the Effective Date ("Term"). The Procuring State Agency shall have no obligation for goods or services provided by the Contracting State Agency prior to the Effective Date.
  - B.2 Renewal Options. This Agreement may be renewed upon satisfactory completion of the Term. The Procuring State Agency reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months each by the Procuring State Agency, at the Procuring State Agency's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed beyond sixty (60) months.
2. Contract Section C.1 is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed One Million Eight Hundred Twenty-One, Six Hundred Fifty-Six Dollars (\$1,821,656.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services performed and all of the Contracting State Agency'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 Contracting State Agency.

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 up on 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 once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DEPARTMENT OF HEALTH:

Morgan McDonald  
MD, FACP, FAAP

Digitally signed by Morgan McDonald MD, FACP, FAAP  
DN: cn=Morgan McDonald MD, FACP, FAAP, o, ou,  
email=lindsay.r.oliveras@tn.gov, c=US  
Date: 2022.07.16 14:25:45 -05'00'

SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF TENNCARE:

Jim Bryson



Digitally signed by Jim Bryson  
Date: 2022.08.17 07:27:26 -05'00'

---

JIM BRYSON, COMMISSIONER

DATE



## CONTRACT AMENDMENT

<b>Agency Tracking #</b> 31865-00814	<b>Edison ID</b> 64722	<b>Contract #</b>	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Department of Health			<b>Edison Vendor ID</b> 0000000051		
<b>Amendment Purpose &amp; Effect(s)</b> Summary Sheet Adjustment and Funding Addition for FY22 and FY23					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> October 27, 2022			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 192,698.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2020	\$73,554.00	\$346,662.00	\$0.00	\$0.00	\$420,216.00
2021	\$96,896.44	\$290,689.31	\$0.00	\$0.00	\$387,585.75
2022	\$113,319.56	\$339,958.69	\$0.00	\$0.00	\$453,278.25
2023	\$35,036.00	\$105,108.00	\$0.00	\$0.00	\$140,144.00
<b>TOTAL:</b>	<b>\$318,806.00</b>	<b>\$1,082,418.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,401,224.00</b>
<b>Budget Officer Confirmation:</b> 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.					
<b>Crystal Allen</b>  Digitally signed by: Crystal Allen DN: CN = Crystal Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = Budget Date: 2022.05.11 10:28:29 - 06'00'			<b>CPO USE</b>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT #1  
OF CONTRACT 64722  
INTERAGENCY AGREEMENT  
BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF TENNCARE  
AND  
DEPARTMENT OF HEALTH**

This Amendment is made and entered by and between the State of Tennessee, the Department of Finance and Administration, Division of TennCare hereinafter referred to as the "Procuring State Agency" or "TennCare" and the Tennessee Department of Health, hereinafter referred to as the "Contracting State Agency" or "TDH," collectively referred to as the Parties. 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 Procuring State Agency under this Agreement exceed One Million Four Hundred and One, Two Hundred Twenty-Four Thousand Dollars (\$1,401,224.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services performed and all of the Contracting State Agency'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 Contracting State Agency.

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 once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DEPARTMENT OF HEALTH:

**Lisa Piercey MD**

Digitally signed by Lisa Piercey MD  
DN: cn=Lisa Piercey MD, o, ou,  
email=lindsay.r.oliveras@tn.gov, c=US  
Date: 2022.05.23 13:53:10 -05'00'

---

SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF TENNCARE:

**Jim Bryson**

Digitally signed by Jim Bryson  
Date: 2022.05.26 08:18:34 -05'00'

---

JIM BRYSON, COMMISSIONER

DATE



# INTERAGENCY GRANT AGREEMENT COVER SHEET

(cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)

<b>Begin Date</b> October 28, 2019	<b>End Date</b> October 27, 2022	<b>Agency Tracking #</b> 31865-00814	<b>Edison ID</b> 64722		
<b>Grantee Legal Entity Name</b> Department of Health		<b>Edison Supplier ID</b> 0000000051			
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA #</b> 93.778 Medical Assistance Program			
<b>Service Caption</b> (one line only) Immunization Data from TDH's Tennessee Immunization Information System (TennIIS)					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Agreement Amount</b>
2020	\$63,043.20	\$567,388.80			\$630,432.00
2021	\$28,904.70	\$260,142.30			\$289,047.00
2022	\$21,678.53	\$195,106.72			\$216,785.25
2023	\$7,226.17	\$65,035.58			\$72,261.75
<b>TOTAL:</b>	<b>\$120,852.60</b>	<b>\$1,087,673.40</b>			<b>\$1,208,526.00</b>
<b>Budget Officer Confirmation:</b> 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.				<b>CPO USE - IG</b>	
Budget Officer Signature					
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**INTERAGENCY AGREEMENT BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF TENNCARE AND DEPARTMENT OF HEALTH**

This Interagency Agreement ("Agreement"), by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare hereinafter referred to as the "Procuring State Agency" or "TennCare" and the Tennessee Department of Health, hereinafter referred to as the "Contracting State Agency" or "TDH," is for TennCare to receive immunization data from TDH's Tennessee Immunization Information System ("TennIIS"), as further defined in the Scope of Services.

WHEREAS, TDH operates TennIIS, which is a statewide immunization information system that helps health care providers and schools ensure Tennessee residents of all ages are properly immunized.

WHEREAS, TennCare desires to receive from TDH certain immunization data for its own Medicaid members for the sole purpose of internal health care operations as defined and permitted by HIPAA, including addressing gaps in care ("Purpose").

WHEREAS, TennCare engages in care coordination activities with authorized Medicaid providers in need of essential health care data for their attributed members and TennCare desires to obtain and use TennIIS immunization information to further the Purpose as defined in the 3<sup>rd</sup> paragraph of this document.

WHEREAS, TDH and TennCare, desire to enter into this collaboration to achieve objectives outlined in the State Medicaid Health Information Technology Plan (SMHP).

WHEREAS, TDH and TennCare, shall conduct periodic or annual reviews to confirm interface details, Points of Contacts, quality of queries, Trading Partner Agreement, and to review feedback from Medicaid authorized providers, Medicaid programs and Managed Care Organizations (MCOs).

NOW, THEREFORE, the parties agree as follows:

**A. SCOPE OF SERVICES:**

- A.1 TDH and TennCare shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2 TDH shall make available to TennCare TennIIS data for purposes of internal health care operations, including care coordination for TennCare members. The frequency and the transport mechanism that will be used to make the data available will be documented in the TennIIS Trading Partner Agreement (TPA). The type of data that will be exchanged is detailed in the HL7 2.5.1 QBP technical specifications. The data shall be used to improve outcomes of TennCare programs and increase the quality of care to TennCare members. TennCare is permitted to share TennIIS data with relevant and authorized providers and TennCare contractors involved in the management of the Medicaid program including at a minimum: MCOs, Dental Benefits Manager (DBM), and Pharmacy Benefits Manager (PBM) (hereinafter "MCCs"). All TennCare contractors and providers who will have access to data have existing agreements with TennCare covering the confidentiality of data exchanged.
- A.3 TDH and TennCare shall work together to develop the interoperability between TennCare and TDH for TennIIS data, as described herein and as mutually agreed upon by the parties. TennCare shall submit queries and receive corresponding responses from TennIIS using HL7 2.5.1 QBP and associated response messages following the 2.5.1 QBP Technical Specification for TennIIS and the TennIIS Trading Partner Agreement (TPA). The TPA will specify frequency, trigger events and transport mechanism of the HL7 messages.

- A.4 Once the TennIIS interoperability is implemented, TennCare shall:
- a. Query TennIIS only for all active TennCare members who are under age 2 years or who are ages 9 – 13 years
  - b. Query TennIIS for purposes of displaying the immunizations a patient received and giving the provider a more accurate view of a patient's immunization measure compliance:
    - i. for TennCare members under age 2 years, the TennIIS data will be applied to the Childhood Immunization Status (CIS) measure
    - ii. for TennCare members age 9 – 13 years, the TennIIS data will be applied to the Immunizations for Adolescents (IMA) measure
- A. 5. TennCare shall notify providers who view TennIIS data with the following TDH approved disclaimer on the timeliness of the immunization data: "The immunization related data for care coordination activities is not real-time. For the most up to date information regarding a patient's specific immunization status, please query TennIIS for clinical decision support."
- A.6. TennCare shall ensure that all shared data is stored and accessed within the Continental United States. TennCare shall ensure all shared data is encrypted at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies. Upon termination of this agreement and in consultation with TDH, TennCare shall destroy all shared data it holds in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88 and provide a certificate of destruction to TDH upon request.
- A.7. Promote and expand Interoperability between TennIIS and other trading partner systems for purposes of expanding availability and access of healthcare information and data for TennCare providers in TennIIS
- a. TennCare will encourage all providers who will leverage TennIIS data to:
    - i. Submit queries from their electronic health record (EHR) and receive corresponding responses from TennIIS using HL7 2.5.1 QBP and associated response messages following the 2.5.1 QBP Technical Specification for TennIIS and the TennIIS TPA, and
    - ii. Submit updates from their EHR to TennIIS using HL7 2.5.1 VXU messages following the 2.5.1 VXU Technical Specifications for the TennIIS and the TennIIS TPA.
  - b. TDH will review on an ongoing basis the quality and quantity of the data in TennIIS that is submitted by TennCare and TennCare providers. Based on the results of these reviews, TDH and TennCare will agree on action steps that need to be taken by TennCare to improve quantity and/or quality of the data that is being submitted to TennIIS.

**B. TERM OF AGREEMENT:**

- B.1 This Agreement shall be effective on October 23, 2019 ("Effective Date"), and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The Procuring State Agency shall have no obligation for goods or services provided by the Contracting State Agency prior to the Effective Date.
- B.2 Renewal Options. This Agreement may be renewed upon satisfactory completion of the Term. The Procuring State Agency reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the Procuring



State Agency, at the Procuring State Agency's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed beyond sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1 Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed One Million Two Hundred and Eight Thousand Five Hundred and Twenty Six Dollars (\$1,208,526.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services performed and all of the Contracting State Agency'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 Contracting State Agency.

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

C.3. Payment Methodology. The Contracting State Agency shall be compensated based on the payment rates herein for goods delivered and accepted or for units of service authorized by the Procuring State Agency in a total amount not to exceed the Agreement Maximum Liability established in section C.1.

- a. The Contracting State Agency's compensation shall be contingent upon the delivery and acceptance of goods that conform to specifications or the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contracting State Agency shall be compensated for said deliverables, milestones, or increments of service based upon the following payment rates:

Milestone/Units	Amount	Target Date(s)
1. Receipt of Signed Interagency Agreement between TennCare and TDH	\$40,000	Effective Date of the Agreement
2. Conduct Project Kickoff and Initial Technical Design Session	\$30,000	Fifteen Days (15) after the Effective Date of the Agreement and completion of this milestone
3. Receipt of Final Approval between TennCare and TDH of Data Exchange Design Specifications	\$40,000	Thirty (30) Days after completion of this milestone
4. Confirmation of Connectivity between TennCare and TDH. Test Message(s) has been sent from the TennCare Test environment to the TennHIS	\$30,000	Thirty (30) Days after completion of this milestone

Milestone/Units	Amount	Target Date(s)
Staging environment and Test Message(s) Response(s) Received by TennCare		
5. Perform Interface Message Testing, Troubleshooting, and Quality Assurance Testing Period	\$40,000	Thirty (30) Days after reaching the previous milestone and completion of this milestone
6. Perform Promotion to Production after Completion of Interface Message Testing, Troubleshooting, and Quality Assurance Testing Period Milestone	\$30,000	Thirty (30) Days after reaching the previous milestone and completion of this milestone
Ongoing monthly payments to begin upon Full Production Data Exchange in accordance with the Approved TennCare and TDH Design Specifications	Monthly payments of \$35,036	Thirty (30) Days after completion of the previous milestone

- C.5 Invoice Requirements. The Contracting State Agency shall invoice the Procuring State Agency only for goods delivered and accepted by the Procuring State Agency or milestones reached or services satisfactorily provided at the amounts stipulated in Section C.3, above. If an invoice is for services rendered by Contracting State Agency's staff and subcontractors on a time and materials basis, the invoice shall, at a minimum, include the name of each individual, the individual's job family, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contracting State Agency for the period invoiced. Contracting State Agency shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after the invoice-triggering event to the following address:

Division of TennCare  
Office of eHealth Initiatives  
310 Great Circle Road  
Nashville, TN 37243

- a) Each invoice, on Contracting State Agency's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- 1) Invoice number (assigned by the Contracting State Agency);
  - 2) Invoice date;
  - 3) Contract number (assigned by the Procuring State Agency);

- 4) Customer account name: State Agency & Division Name;
  - 5) Customer account number (assigned by the Contracting State Agency to the above-referenced Customer);
  - 6) Contracting State Agency name;
  - 7) Contracting State Agency Tennessee Edison registration ID number;
  - 8) Contracting State Agency contact for invoice questions (name, phone, or email);
  - 9) Contracting State Agency remittance address;
  - 10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - 11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - 12) Applicable payment methodology (as stipulated in Section C.3) of each good or service invoiced;
  - 13) Amount due for each compensable unit of good or service; and
  - 14) Total amount due for the invoice period.
- b) Contracting State Agency's invoices shall:
- 1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
  - 2) Only be submitted for goods delivered or services completed and shall not include and charge for future goods to be delivered or services to be performed;
  - 3) Not include Contracting State Agency's taxes which includes without limitation Contracting State Agency's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
  - 4) Include shipping or delivery charges only as authorized in this Contract.
- c) The timeframe for payment (or any discounts) begins only when the Procuring State Agency is in receipt of an invoice that meets the minimum requirements of this Section C.4.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1 Required Approvals. The Procuring State Agency and the Contracting State Agency are not bound by this Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Agreement as to form and legality.
- D.2 Modification and Amendment. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Agreement.
- D.3 Termination for Convenience. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should

the Procuring State Agency exercise the option of terminating this Agreement for convenience, the Contracting State Agency shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized services completed as of the termination date. Should the Contracting State Agency exercise this provision, the Procuring State Agency shall have no liability to the Contracting State Agency except for those goods delivered and accepted or those units of service that were satisfactorily completed by the Contracting State Agency.

- D.4 Subject to Funds Availability. This Agreement 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 each party reserves the right to terminate this Agreement upon written notice to the other party. Said termination shall not be deemed a breach of this Agreement by the terminating party. Upon receipt of the written notice, the non-terminating party shall cease all work associated with this Agreement.
- D.5 Completeness. This Agreement is complete and contains the entire understanding between the parties relating to this subject matter, including all the terms and conditions of the parties' agreement. There are no other prior or contemporaneous agreements that modify, supplement, or contradict any of the express terms of the agreement.
- D.6 Communications and Contacts. All instructions, notices, consents, demands, or other communications shall be made in writing and directed to the following designated contact persons:

The Procuring State Agency:

Deputy Commissioner  
Department of Finance and Administration  
Division of TennCare  
310 Great Circle Road  
Nashville, TN 37247-6501  
Telephone (615) 507-6362  
FAX (615) 532-5236

Tennessee Immunization Program (TIP):  
Nathalie Hartert, Immunization Information System Director  
Department of Health  
Andrew Johnson Building, 3<sup>rd</sup> Floor  
710 James Robertson Parkway  
Nashville, TN 37243  
Telephone (615) 741-4908

- D.7 Termination for Cause. If a party ("Breaching Party") fails to properly perform its obligations under this Agreement, or if a party materially violates any terms of this Agreement ("Breach Condition"), the other party ("Non-breaching Party") may provide written notice to the Breaching Party specifying the Breach Condition. If within thirty (30) days of notice, the Breaching Party has not cured the Breach Condition, the Non-breaching Party may terminate the Agreement.
- D.8 State and Federal Compliance. Each party shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.
- D.9 Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. 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 a party ("Receiving Party") by the other party ("Disclosing Party") or acquired by the Receiving Party on behalf of the Disclosing Party shall be regarded as confidential information in accordance with the provisions of applicable state and federal laws, 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 Receiving Party 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 Receiving Party'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 Receiving Party of this Agreement; previously possessed by the Receiving Party without written obligations to the Disclosing Party to protect it; acquired by the Receiving Party without written restrictions against disclosure from a third party which, to the Receiving Party's knowledge, is free to disclose the information; independently developed by the Receiving Party without the use of the Disclosing Party's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Receiving Party 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 Receiving Party due to intentional or negligent actions or inactions of agents of the Disclosing Party or third parties.

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

- E.2. HIPAA Compliance. The Procuring State Agency and Contracting State Agency shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Agreement.

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

- E.3. Personally Identifiable Information. While performing its obligations under this Agreement, either party may have access to Personally Identifiable Information held by the other party ("PII"). For the purposes of this Agreement, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). The parties agree they shall not do or omit to do anything which would cause the the other to be in breach of any Privacy Laws. Each party shall, and shall cause



its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to it and in accordance with this Agreement, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Each party shall immediately notify the other: (1) of any disclosure or use of any PII by it or any of its employees, agents and representatives in breach of this Agreement; and (2) of any disclosure of any PII to a party or its employees, agents and representatives where the purpose of such disclosure is not known to it or its employees, agents and representatives. Each party reserves the right to review the other's policies and procedures used to maintain the security and confidentiality of PII and shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the other party to enable it to verify and/or procure that it is in full compliance with its obligations under this Agreement in relation to PII. Upon termination or expiration of the Agreement or at the direction of one party at any time in its sole discretion, whichever is earlier, the other party shall immediately return any and all PII which it has received under this Agreement and shall destroy all records of such PII.

Each party shall report to the other any instances of unauthorized access to or potential disclosure of PII in its custody or control ("Unauthorized Disclosure") that come to its attention. Any such report shall be made within twenty-four (24) hours after the Unauthorized Disclosure has come to the reporting party's attention. Each party shall take all necessary measures to halt any further Unauthorized Disclosures. Each party, at the sole discretion of the other, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. Each party shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available under this Agreement or otherwise available at law.

**E.4 Change Order.** The Parties may, at their sole discretion and with written notice to the other, request changes in the Scope that are necessary but were inadvertently unspecified in this Agreement.

- a. **Change Order Creation—** After receipt of a written request for additional services, the other Party shall respond, within a maximum of ten (10) business days, with a written proposal for completing the service. The proposal must specify:
- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Agreement;
  - (2) the specific effort involved in completing the change(s);
  - (3) the expected schedule for completing the change(s);
  - (4) the maximum number of person hours required for the change(s); and
  - (5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Parties shall not perform any additional service until the both Parties have approved the proposal. If approved, the Parties will sign the proposal, and it shall constitute a Change Order between the Agreement Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Agreement.

- b. Change Order Performance— Subsequent to creation of a Change Order, the required services shall be completed.

IN WITNESS WHEREOF,

**Lisa Piercey MD-LO**

Digitally signed by Lisa Piercey MD-LO  
DN: cn=Lisa Piercey MD-LO, o, ou,  
email=Lindsay.R.Oliveras@tn.gov, c=US  
Date: 2019.10.22 15:17:59 -05'00'

\_\_\_\_\_  
CONTRACTING STATE AGENCY'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LISA PIERCEY, MD, MBA, FAAP, COMMISSIONER

\_\_\_\_\_  
PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

  
\_\_\_\_\_  
PROCURING STATE AGENCY SIGNATURE

10/17/19  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
STUART C. MCWHORTER, COMMISSIONER