



GRANT AMENDMENT

Agency Tracking # 31865-00910	Edison ID 69897	Contract #	Amendment # 03		
Contractor Legal Entity Name Department of Health			Edison Vendor ID 0000000051		
Amendment Purpose & Effect(s) Adds Budget for FY24 and Budget Revisions for FY23					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2024			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$					
Funding —	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$1,538,850.00	\$1,538,850.00	\$0.00	\$0.00	\$3,077,700.00
2023	\$1,538,850.00	\$1,538,850.00	\$0.00	\$0.00	\$3,077,700.00
2024	\$1,538,850.00	\$1,538,850.00	\$0.00	\$0.00	\$3,077,700.00
TOTAL:	\$4,616,550.00	\$4,616,550.00	\$0.00	\$0.00	\$9,233,100.00
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. Digitally signed by: Crystal G. Allen DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = Budget Date: 2023.02.17 12:35:44 -06'00'					
Speed Chart (optional)		Account Code (optional)		CPO USE	

**AMENDMENT #3
OF GRANT CONTRACT 69897
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE
AND
DEPARTMENT OF HEALTH**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "State" and Department of Health, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant 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 Grantor State Agency under this Grant Agreement exceed Nine Million Two Hundred Thirty-Three Thousand, One Hundred Dollars (\$9,233,100.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A.1, A.2, and A.3 is the maximum amount due the Grantee under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment A.2 is deleted in its entirety and replaced with new Grant Contract Attachment A.2. attached hereto.
3. Grant Contract Attachment A.3 is added as a new Grant Contract Attachment, attached hereto.

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 Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DEPARTMENT OF HEALTH:

Ralph Alvarado

Digitally signed by Ralph Alvarado

DN: cn=Ralph Alvarado, o, ou,
email=lindsay.r.oliveras@tn.gov, c=US
Date: 2023.04.10 09:26:12 -05'00'

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:


JIM BRYSON, COMMISSIONER

4/11/2023

DATE

GRANT BUDGET				
Tennessee Department of Health				
Applicable Period: The grant budget line-item amounts below shall be applicable only to expense incurred during the following: BEGIN: July 1, 2022 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT AGREEMENT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$83,403.00	\$0.00	\$83,403.00
2	Benefits & Taxes	\$37,531.00	\$0.00	\$37,531.00
4, 15	Professional Fee, Grant & Award ²	\$2,430,164.00	\$0.00	\$2,430,164.00
5,	Supplies	\$471,002.00	\$0.00	\$471,002.00
6	Telephone	\$1,300.00	\$0.00	\$1,300.00
7	Postage & Shipping	\$12,500.00	\$0.00	\$12,500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$24,000.00	\$0.00	\$24,000.00
10	Printing & Publications	\$16,500.00	\$0.00	\$16,500.00
11, 12	Travel, Conferences & Meetings	\$1,300.00	\$0.00	\$1,300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$3,077,700.00	\$0.00	\$3,077,700.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A.2 (Continued)
GRANT BUDGET LINT-ITEM DETAIL INFORMATION
 (Grant Budget Page 2)

Budget Summary (Salaries Detail)

CONTRACTOR: Department of Health

CONTRACT TERM: July 1, 2022 – June 30, 2023

POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	Longevity	% OF TIME WORKED	TOTAL CONTRACT SALARY
April Hanners, Central-Child Fatality Review Coordinator	\$4,825.00	4	\$0.00	50%	\$9,650.00
Chase Foster, Central-Child Fatality Review Coordinator	\$5,508.00	7	\$0.00	50%	\$19,278.00
Ibitola Asaolu, Central-Epidemiologist	\$8,242.00	12	\$0.00	25%	\$24,726.00
Ann Stedman, Central-Administrative Services Assistant 3	\$3,652.00	4	\$0.00	25%	\$3,652.00
Jerreka Perry, Central-Administrative Services Assistant 3	\$3,998.00	6	\$0.00	25%	\$5,997.00
Peju Makinde, Infant Mortality Coordinator	\$5,025.00	4	\$0.00	100%	\$20,100.00
TOTAL					\$83,403.00

GRANT BUDGET LINT-ITEM DETAIL INFORMATION

(Grant Budget Page 3)

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Vanderbilt University by and Through Its Medical Center (TIPQC)	\$582,000.00
Shelby County Government, On Behalf of the Shelby County Health Department	\$646,400.00
Metropolitan Government of Nashville and Davidson County	\$318,600.00
Chattanooga-Hamilton County Health Department	\$230,000.00
The Government of Knox County dba Knox County Health Department	\$150,000.00
Breastfeeding Hotline (Pacify Health, Inc)	\$100,000.00
5 S's Training for Professionals	\$0.00
Tennessee Primary Care Association	\$200,000.00
Mississippi Foundation for Medical Care, Inc. dba Information and Quality Healthcare	\$20,000.00
Infant Sleep Safe Media Campaign Development and Broadcasting	\$183,164.00
TOTAL	\$2,430,164.00

GRANT BUDGET				
Tennessee Department of Health				
Applicable Period: The grant budget line-item amounts below shall be applicable only to expense incurred during the following: BEGIN: July 1, 2023 END: June 30, 2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT AGREEMENT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$134,771.00	\$0.00	\$134,771.00
2	Benefits & Taxes	\$60,647.00	\$0.00	\$60,647.00
4, 15	Professional Fee, Grant & Award ²	\$2,340,138.00	\$0.00	\$2,340,138.00
5,	Supplies	\$486,544.00	\$0.00	\$486,544.00
6	Telephone	\$1,300.00	\$0.00	\$1,300.00
7	Postage & Shipping	\$12,500.00	\$0.00	\$12,500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$24,000.00	\$0.00	\$24,000.00
10	Printing & Publications	\$16,500.00	\$0.00	\$16,500.00
11, 12	Travel, Conferences & Meetings	\$1,300.00	\$0.00	\$1,300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$3,077,700.00	\$0.00	\$3,077,700.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A.3 (Continued)
GRANT BUDGET LINT-ITEM DETAIL INFORMATION
(Grant Budget Page 2)

Budget Summary (Salaries Detail)

CONTRACTOR: Department of Health

CONTRACT TERM: July 1, 2023 – June 30, 2024

POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	Longevity	% OF TIME WORKED	TOTAL CONTRACT SALARY
Chase Foster, Central-Child Fatality Review Coordinator	\$5,673.00	12	\$0.00	50%	\$34,038.00
Ibitola Asaolu, Central-Epidemiologist	\$8,489.00	12	\$0.00	25%	\$25,467.00
Jerreka Perry, Central-Administrative Services Assistant 3	\$4,118.00	12	\$800.00	25%	\$13,154.00
Peju Makinde, Central- Infant Mortality Coordinator	\$5,176.00	12	\$0.00	100%	\$62,112.00
TOTAL					\$134,771.00

GRANT BUDGET LINT-ITEM DETAIL INFORMATION

(Grant Budget Page 3)

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Vanderbilt University by and Through Its Medical Center (TIPQC)	\$582,000.00
Shelby County Government, On Behalf of the Shelby County Health Department	\$646,400.00
Metropolitan Government of Nashville and Davidson County	\$318,600.00
Chattanooga-Hamilton County Health Department	\$230,000.00
The Government of Knox County dba Knox County Health Department	\$150,000.00
Breastfeeding Hotline (Pacify Health, Inc)	\$100,000.00
Tennessee Primary Care Association	\$200,000.00
Mississippi Foundation for Medical Care, Inc. dba Information and Quality Healthcare	\$20,000.00
Infant Sleep Safe Media Campaign Development and Broadcasting	\$93,138.00
TOTAL	\$2,430,138.00



GRANT AMENDMENT

Agency Tracking # 31865-00910	Edison ID 69897	Contract #	Amendment # 02		
Contractor Legal Entity Name Department of Health			Edison Vendor ID 0000000051		
Amendment Purpose & Effect(s) Language Revision and Budget Adjustment					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2024			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$1,538,850.00	\$1,538,850.00	\$0.00	\$0.00	\$3,077,700.00
2023	\$1,538,850.00	\$1,538,850.00	\$0.00	\$0.00	\$3,077,700.00
TOTAL:	\$3,077,700.00	\$3,077,700.00	\$0.00	\$0.00	\$6,155,400.00
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.					
Crystal G. Allen			<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: 2022.08.15 14:03:45 -06'00'					
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT #2
OF GRANT CONTRACT 69897
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE
AND
DEPARTMENT OF HEALTH**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "State" and Department of Health, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant 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 Grantor State Agency under this Grant Agreement exceed Six Million One Hundred Fifty-Five Thousand, Four Hundred Dollars (\$6,155,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A.1 and A.2, is the maximum amount due the Grantee under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Section C.5 is deleted in its entirety and replaced with the following:
 - C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to fifty percent (50%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts such that the net result of variances shall not increase the total Grant Agreement amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.
3. Grant Contract Attachment A.1 from Amendment 1 is deleted in its entirety and replaced with new Grant Contract Attachment A.2. attached hereto.

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 Grant 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: 2022.08.12 14:42:02 -05'00'

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

Jim Bryson

Digitally signed by Jim Bryson
Date: 2022.08.17 07:27:50 -05'00'

JIM BRYSON, COMMISSIONER

DATE

GRANT BUDGET				
Tennessee Department of Health				
Applicable Period: The grant budget line-item amounts below shall be applicable only to expense incurred during the following: BEGIN: July 1, 2022 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT AGREEMENT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$64,574.00	\$0.00	\$64,574.00
2	Benefits & Taxes	\$29,058.00	\$0.00	\$29,058.00
4, 15	Professional Fee, Grant & Award ²	\$2,430,164.00	\$0.00	\$2,430,164.00
5,	Supplies	\$498,304.00	\$0.00	\$498,304.00
6	Telephone	\$1,300.00	\$0.00	\$1,300.00
7	Postage & Shipping	\$12,500.00	\$0.00	\$12,500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$24,000.00	\$0.00	\$24,000.00
10	Printing & Publications	\$16,500.00	\$0.00	\$16,500.00
11, 12	Travel, Conferences & Meetings	\$1,300.00	\$0.00	\$1,300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$3,077,700.00	\$0.00	\$3,077,700.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A.2 (Continued)
GRANT BUDGET LINT-ITEM DETAIL INFORMATION
(Grant Budget Page 2)

Budget Summary (Salaries Detail)

CONTRACTOR: Department of Health

CONTRACT TERM: July 1, 2022 – June 30, 2023

POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	Longevity	% OF TIME WORKED	TOTAL CONTRACT SALARY
April Hanners, Central-Child Fatality Review Coordinator	\$4,825.00	12	\$700.00	50%	\$29,300.00
Ibitola Asaolu, Central-Epidemiologist	\$8,106.00	12	\$0.00	25%	\$24,318.00
Ann Stedman, Central-Administrative Services Assistant 3	\$3,652.00	12	\$0.00	25%	\$10,956.00
TOTAL					\$64,574.00

ATTACHMENT A.2 (Continued)
GRANT BUDGET LINT-ITEM DETAIL INFORMATION
(Grant Budget Page 3)

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Vanderbilt University by and Through Its Medical Center (TIPQC)	\$582,000.00
Shelby County Government, On Behalf of the Shelby County Health Department	\$646,400.00
Metropolitan Government of Nashville and Davidson County	\$318,600.00
Chattanooga-Hamilton County Health Department	\$230,000.00
The Government of Knox County dba Knox County Health Department	\$150,000.00
Breastfeeding Hotline (Pacify Health, Inc)	\$100,000.00
Tennessee Primary Care Association	\$200,000.00
Mississippi Foundation for Medical Care, Inc. dba Information and Quality Healthcare	\$20,000.00
Infant Sleep Safe Media Campaign and Materials Revision	\$183,164.00
TOTAL	\$2,430,164.00

TRAVEL/CONFERENCES & MEETINGS	AMOUNT
Central Office- FIMR Staff, Monitoring Visits, Meetings and Conferences	\$1,300.00
TOTAL	\$1,300.00



GRANT AMENDMENT

Agency Tracking # 31865-00910	Edison ID 69897	Contract #	Amendment # 01		
Contractor Legal Entity Name Department of Health			Edison Vendor ID 0000000051		
Amendment Purpose & Effect(s) Funding Addition for FY23					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2024			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 3,077,700.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$1,538,850.00	\$1,538,850.00	\$0.00	\$0.00	\$3,077,700.00
2023	\$1,538,850.00	\$1,538,850.00	\$0.00	\$0.00	\$3,077,700.00
TOTAL:	\$3,077,700.00	\$3,077,700.00	\$0.00	\$0.00	\$6,155,400.00
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.					
Crystal G. Allen 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: 2022.04.14 12:59:32 -06'00'			CPO USE		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT #1
OF GRANT CONTRACT 69897
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE
AND
DEPARTMENT OF HEALTH**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "State" and Department of Health, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Attachment C.1 is deleted in its entirety and replaced with the new attachment C.1 attached hereto.
 - C.1. Maximum Liability. In no event shall the Maximum Liability of the Grantor State Agency under this Grant Agreement exceed Six Million One Hundred Fifty-Five Thousand, Four Hundred Dollars (\$6,155,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A and A.1, shall constitute the maximum amount due the Grantee under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment A.1 attached hereto is added as a new attachment.

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 Grant 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: 2022.05.11 08:42:16 -05'00'

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:**

Butch Eley

Digitally signed by Butch Eley
Date: 2022.05.12 14:53:10 -05'00'

BUTCH ELEY, COMMISSIONER

DATE

GRANT BUDGET				
Tennessee Department of Health				
Applicable Period: The grant budget line-item amounts below shall be applicable only to expense incurred during the following: BEGIN: July 1, 2022 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT AGREEMENT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$62,860.00	\$0.00	\$62,860.00
2	Benefits & Taxes	\$28,287.00		\$28,287.00
4, 15	Professional Fee, Grant & Award ²	\$2,433,807.00	\$0.00	\$2,433,807.00
5,	Supplies	\$498,146.00	\$0.00	\$498,146.00
6	Telephone	\$1,300.00	\$0.00	\$1,300.00
7	Postage & Shipping	\$12,500.00	\$0.00	\$12,500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$24,000.00	\$0.00	\$24,000.00
10	Printing & Publications	\$16,500.00	\$0.00	\$16,500.00
11, 12	Travel, Conferences & Meetings	\$300.00	\$0.00	\$300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$3,077,700.00	\$0.00	\$3,077,700.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A.1 (Continued)
GRANT BUDGET LINT-ITEM DETAIL INFORMATION
(Grant Budget Page 2)

Budget Summary (Salaries Detail)

CONTRACTOR: Department of Health

CONTRACT TERM: July 1, 2022 – June 30, 2023

POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	Longevity	% OF TIME WORKED	% OF TIME WORKED	TOTAL CONTRACT SALARY
April Hanners, Central-Child Fatality Review Coordinator	\$4,756.00	12	\$700.00	50%	50%	\$29,236.00
Ibitola Asaolu, Central-Epidemiologist	\$7,609.00	12	\$0.00	25%	25%	\$22,827.00
Ann Stedman, Central-Administrative Services Assistant 3	\$3,599.00	12	\$0.00	25%	25%	\$10,797.00
TOTAL						\$62,860.00

ATTACHMENT A.1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL INFORMATION
(Grant Budget Page 3)

POSTTION TITLE	AMOUNT
Vanderbilt University by and Through Its Medical Center (TIPQC)	\$567,000.00
Shelby County Government, On Behalf of the Shelby County Health Department	\$646,400.00
Metropolitan Government of Nashville and Davidson County	\$318,600.00
Chattanooga-Hamilton County Health Department	\$230,000.00
The Government of Knox County dba Knox County Health Department	\$150,000.00
Breastfeeding Hotline (Pacify Health, Inc)	\$100,000.00
Infant safety and soothing training Professionals	\$20,000.00
Tennessee Primary Care Association	\$200,000.00
Developing and airing safe sleep PSA	\$181,807.00
Mississippi Foundation for Medical Care, Inc. dba Information and Quality Healthcare	\$20,000.00
TOTAL	\$2,433,807.00

TRAVEL/CONFERENCES & MEETINGS	AMOUNT
Central Office- FIMR Staff, Monitoring Visits, Meetings and Conferences	\$300.00
TOTAL	\$300.00



INTERAGENCY GRANT AGREEMENT COVER SHEET

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

Begin Date July 1, 2021	End Date June 30, 2024	Agency Tracking # 31865-00910	Edison ID 69897		
Grantee Legal Entity Name Department of Health		Edison Supplier ID 0000000051			
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 93.778 Dept of Health & Human Services/Title XIX			
Service Caption (one line only) Women's Health and Infant Mortality Reduction Initiatives					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2022	\$1,538,850.00	\$1,538,850.00	\$0.00	\$0.00	\$3,077,700.00
TOTAL:	\$1,538,850.00	\$1,538,850.00	\$0.00	\$0.00	\$3,077,700.00
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>Zane Seals</i>				CPO USE - IG	
Speed Chart (optional)		Account Code (optional)			

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

This Grant Agreement, by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare (the "Grantor State Agency" or "TennCare"), and Department of Health (the "Grantee"), is for the provision of Women's Health and Infant Mortality Reduction Initiatives, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope at services and deliverables ("Scope") as required, described, and detailed in this Grant Agreement.
- A.2. The Grantee shall provide administrative services for the Women's Health and Infant Mortality Reduction Initiatives including ongoing services for the provision of Fetal and Infant Mortality Review (FIMR).
- A.3. The Grantee shall ensure compliance with State standards, laws, rules, and regulations related to the provision of public health activities to enhance the health and well-being of women, infants, and families by improving community resources and planning public health services that have a positive impact on the fetal infant mortality rate.
- A.4. The Grantee shall provide state-level coordination for infant mortality reduction and women's health improvement initiatives.
- A.5. The Grantee shall supervise and monitor the FIMR program, which shall include four (4) sites utilizing an action-oriented, interdisciplinary, and collaborative process. The Tennessee FIMR program shall be based on the National FIMR guidelines; however, the Tennessee program will not be bound to the same methodology or protocols.
- A.6. The Grantee shall monitor confidentiality of all FIMR written and verbal communications, including the security of all information collected for reviews that is submitted into the FIMR database and all verbal communication occurring during review meetings.
- A.7. The Grantee shall implement infant mortality reduction and women's health improvement projects, based on the most recent data available and which align with the state infant mortality reduction strategic plan.
- A.8. The Grantee shall develop and maintain collaborative partnerships to support the infrastructure of the statewide FIMR and infant mortality reduction program. Partnerships may include organizations such as the March of Dimes, Tennessee Hospital Association, pediatric and obstetrics organizations, the regional perinatal centers, and other key stakeholders.
- A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment C, is incorporated in this Grant Agreement.

B. TERM OF AGREEMENT:

- B.1. This Grant Agreement shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on June 30, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

- B.2. **Renewal Options.** This Grant Agreement may be renewed upon satisfactory completion of the Term. The Grantor 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 Grantor State Agency, at the Grantor State Agency's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the Maximum Liability of the Grantor State Agency under this Grant Agreement exceed Three Million Seventy-Seven Thousand, Seven Hundred Dollars (\$3,077,700.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A, is the maximum amount due the Grantee under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. **Compensation Firm.** The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Agreement, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for reimbursement.
- C.5. **Budget Line-items.** Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts such that the net result of variances shall not increase the total Grant Agreement amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.
- C.6. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Agreement end date and in form and substance acceptable to the Grantor State Agency.
- a. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the amounts permitted by section C, payment terms and conditions of this Grant Agreement, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will not be paid.
 - c. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.

- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement (depending upon the specifics of this Grant Agreement, these officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.2. Modification and Amendment. This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.3. Bilateral Termination for Convenience. This Grant 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 either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.
- D.4. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor State Agency:

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

The Grantee:

Morgan F. McDonald, MD FAAP FACP
Deputy Commissioner for Population Health
Andrew Johnson Tower, 5th Floor
[710 James Robertson Parkway, Nashville, TN 37243](#)
Office: [615-532-8672](#)

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.5. Subject to Funds Availability. This Grant Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- D.6. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.7. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.
- D.8. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.9. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

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 Grant Agreement, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.3. 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 Grantee by the Grantor State Agency or acquired by the Grantee on behalf of the Grantor State Agency that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit the Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the Grantor State Agency or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Agreement.

- E.4. HIPAA Compliance. The Grantor State Agency and the Grantee 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 Grant Agreement.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Agreement.
- b. The Grantee warrants that it will cooperate with the Grantor State Agency, including cooperation and coordination with the Grantor State Agency privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Agreement so that both parties will be in compliance with the Privacy Rules.
- c. The Grantor State Agency and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Grantor State Agency and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Agreement is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee will be responsible for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- E.5. Business Associate. As the Grantee will provide services to TennCare pursuant to which the Grantee will have access to, receive from, create, or receive on behalf of TennCare Protected Health Information, or Grantee will have access to, create, receive, maintain, or transmit on behalf of TennCare Electronic Protected Health Information (as those terms are defined under HIPAA and HITECH), Grantee hereby acknowledges its designation as a business associate under HIPAA and agrees to comply with all applicable HIPAA regulations and any further responsibilities set forth in the Business Associate Agreement between the Parties (See Attachment B).

- E.6. Notification of Breach and Notification of Suspected Breach. The Grantee shall notify TennCare's Privacy Office immediately upon becoming aware of and in no case later than forty-eight (48) hours after discovery of any incident, either confirmed or suspected, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of enrollee PHI maintained or held by the Grantee, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Grantee's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.
- E.7. Authority. If other State or local agencies or offices perform services for TennCare, including the Grantee, these entities do not have the authority to change or disapprove any administrative decision of TennCare, or otherwise substitute their judgment for that of TennCare with respect to the application of policies, rules and regulations issued by TennCare.
- E.8. Applicable Laws, Rules, Policies and Court Orders. The Grantee agrees to comply with all applicable federal and State laws, rules, regulations, sub-regulatory guidance, executive orders, TennCare Waivers, and all current, modified or future Court decrees, orders or judgments applicable to the State's TennCare and CHIP programs. Such compliance shall be performed at no additional cost to TennCare.
- E.9. Disclosure of Personally Identifiable Information. The Grantee shall report to the Grantor State Agency any instances of unauthorized disclosure of confidential information that come to the attention of the Grantee. Any such report shall be made by the Grantee within forty-eight (48) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the Grantor State Agency, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters and/or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to TennCare under this agreement or otherwise available at law.
- E.10. Severability. If any terms and conditions of this Grant Agreement 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 Grant Agreement are declared severable.
- E.11. Records. The Grantee shall maintain documentation for all charges under this Grant Agreement. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Agreement, shall be maintained for a period of ten (10) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by TennCare, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- E.12. Social Security Administration (SSA) Required Provisions for Data Security. The Grantee shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, *et seq.*), and related National Institute of Standards and Technology guidelines. In addition, the Grantee shall have in place administrative, physical, and technical safeguards for data.

- a. The Grantee shall specify in its agreements with any agent or subcontractor that will have access to data that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Grantee pursuant to this Section;
- b. The Grantee shall not duplicate in a separate file or disseminate, without prior written permission from TennCare, the data governed by the Grant Agreement for any purpose other than that set forth in this Grant Agreement for the administration of the TennCare program. Should the Grantee propose a redisclosure of said data, the Grantee must specify in writing to TennCare the data the Grantee proposes to redisclose, to whom, and the reasons that justify the redisclosure. TennCare will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.
- c. The Grantee agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Grant Agreement.
- d. The Grantee shall maintain a current list of the employees of such Grantee with access to SSA data and provide such lists to TennCare upon request and at any time there are changes.
- e. The Grantee shall restrict access to the data obtained from TennCare to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Grant Agreement. The Grantee shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.
- f. The Grantee shall ensure that its employees:
 - (1) Properly safeguard SSA-supplied data furnished by TennCare under this Grant Agreement from loss, theft or inadvertent disclosure;
 - (2) Receive regular, relevant and sufficient SSA data related training, including use, access and disclosure safeguards and information regarding penalties for misuse of information;
 - (3) Understand and acknowledge that they are responsible for safeguarding this information at all times, regardless of whether or not the Grantee's employee is at his or her regular duty station;
 - (4) Ensure that laptops and other electronic devices/ media containing SSA-supplied data are encrypted and/or password protected;
 - (5) Send emails containing SSA-supplied data only if the information is encrypted or if the transmittal is secure; and,
 - (6) Limit disclosure of the information and details relating to a SSA-supplied data loss only to those with a need to know.

Grantee employees who access, use, or disclose TennCare or TennCare SSA-supplied data in a manner or purpose not authorized by this Grant Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

- g. **Loss or Suspected Loss of Data** - If an employee of the Grantee becomes aware of suspected or actual loss of SSA-supplied data, the Grantee must notify TennCare immediately upon becoming aware to report the actual or suspected loss. The Grantee must provide TennCare with timely updates as any additional information about the loss of SSA-supplied data becomes available.
If the Grantee experiences a loss or breach of said data, TennCare will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the Grantee shall bear any costs associated with the notice or any mitigation.

- h. TennCare may immediately and unilaterally suspend the data flow under this Grant Agreement, or terminate this Grant Agreement, if TennCare, in its sole discretion, determines that the Grantee has: (1) made an unauthorized use or disclosure of TennCare SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Grant Agreement.
- i. This Section further carries out Section 1106(a) of the Act (42 U.S.C. 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. 3541 *et seq.*), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the SSA stipulates that the Grantee must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system.
- j. Definitions
"SSA-supplied data" or "data" as used in this section means an individual's personally identifiable information (e.g. name, social security number, income), supplied by the Social Security Administration to TennCare to determine entitlement or eligibility for federally-funded programs pursuant to a Computer Matching and Privacy Protection Act Agreement and Information Exchange Agreement between SSA and the State of Tennessee.

E.13. Nondiscrimination Compliance Requirements.

- a. The Grantee agrees that it shall comply with the applicable federal and State civil rights laws and regulations, which may include, but are not limited to, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 42 U.S.C. § 18116. As part of this compliance no person on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Grantee's obligation under its agreement with TennCare or in the employment practices of the Grantee.
- b. The Grantee agrees that its civil rights compliance staff member will work directly with TennCare's Nondiscrimination Compliance Director in order to implement and coordinate nondiscrimination compliance activities. The Grantee shall provide to TennCare, within ten (10) days of signing this Grant Agreement, the name and contact information of its civil rights compliance staff member. If at any time that position is reassigned to another staff member, the new staff member's name and contact information shall be reported in writing to TennCare within ten (10) calendar days of assuming these duties.

E.14. Discovery and Litigation Hold Requirements. TennCare is frequently involved in litigation as either a party or a non-party with relevant information. The Grantee shall cooperate with all TennCare requests to aid in data and document retention, and collection, as required for litigation. The Grantee will also provide subject matter experts as needed for depositions or as witnesses at trial. These services will be provided at no cost to the Grantor State Agency. TennCare and its attorneys will exert all reasonable efforts to limit the scope and cost of discovery and litigation requests.

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: 2021.04.16 13:22:49 -05'00'

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE STATE AGENCY SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISIN OF TENNCARE:

Butch Eley

Digitally signed by Butch Eley
Date: 2021.04.16 16:34:52 -05'00'

BUTCH ELEY, COMMISSIONER

DATE

Budget Revision #1 - **APPROVED 02/01/2022** - *DM*

FUNDING REVISION 9/20/11

FY 22

GRANT BUDGET

GRANTEE Tennessee Department of Health (Budget Revision #1)

FEDERAL ID #

Grant Number 69897

Grantee Contact Rachel Heitmann

PHONE 615-741-0368

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: [July 1, 2021] through [June 30, 2022]

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	Current GRANT BUDGET	Revision (+ or -)	Revised GRANT BUDGET
1	Salaries	\$59,169.00	\$2,426.00	\$61,595.00
2	Benefits & Taxes	\$26,626.00	\$1,091.00	\$27,717.00
4, 15	Professional Fees / Grant Awards	\$2,439,300.00	(\$28,657.00)	\$2,410,643.00
5	Supplies	\$498,005.00	\$25,140.00	\$523,145.00
6	Telephone	\$1,300.00	\$0.00	\$1,300.00
7	Postage & Shipping	\$12,500.00	\$0.00	\$12,500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$24,000.00	\$0.00	\$24,000.00
10	Printing & Publications	\$16,500.00	\$0.00	\$16,500.00
11, 12	Travel / Conferences & Meetings	\$300.00	\$0.00	\$300.00
13	Interest	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel	\$0.00	\$0.00	\$0.00
20	Capital Purchase	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$3,077,700.00	\$0.00	\$3,077,700.00

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	Revision (+ or -)	AMOUNT
Vanderbilt University By and Through Its Medical Center (TIPQC)		\$567,000.00
Shelby County Government, On Behalf of the Shelby County Health Department		\$646,400.00
Metropolitan Government of Nashville and Davidson County		\$318,600.00
Chattanooga-Hamilton County Health Department		\$230,000.00
The Government of Knox County dba Knox County Health Department		\$150,000.00
Sullivan County Health Department	(\$72,300.00)	\$15,000.00
Breastfeeding Hotline (Pacify Health, Inc)		\$100,000.00
Group Prenatal Care	(\$100,000.00)	\$0.00
5 S's Training for Professionals		\$20,000.00
Tennessee Primary Care Association		\$200,000.00
Mississippi Foundation For Medical Care, Inc. dba Information and Quality Healthcare		\$20,000.00
Infant Safe Sleep Media Campaign and Materials Revision	\$143,643.00	\$143,643.00
TOTAL		\$2,410,643.00

PERSONNEL	Revision (+ or -)	AMOUNT
April Kincaid, Central-Child Fatality Review Coordinator	\$728.00	\$28,052.00
Ibitola Asaolu, Central-Epidemiologist	\$1,440.00	\$23,061.00
Ann Stedman, Central-Administrative Services Assistant 3	\$258.00	\$10,482.00
TOTAL		\$61,595.00

ATTACHMENT A.2 CONTINUED
GRANT BUDGET LINE-ITEM DETAIL INFORMATION
(Grant Budget Page 2)

BUDGET SUMMARY (Salaries Detail)

CONTRACTOR: Department of Health

CONTRACT TERM: July 1, 2021 – June 30, 2022

POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	Longevity	% OF TIME WORKED	TOTAL CONTRACT SALARY
April Kincaid, Central-Child Fatality Review Coordinator	\$4,617.00	12	\$350.00	50%	\$28,052.00
Ibitola Asaolu, Central-Epidemiologist	\$7,687.00	12	\$0.00	25%	\$23,061.00
Ann Stedman, Central-Administrative Services Assistant 3	\$3,494.00	12	\$0.00	25%	\$10,482.00
TOTAL					\$61,595.00



HIPAA Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is between The State of Tennessee, Division of TennCare (“TennCare” or “Covered Entity”), located at 310 Great Circle Road, Nashville, TN 37243 and _____ State of Tennessee, Department of Health

_____, (“Business Associate”), located at _____, including all office locations and other business locations at which Business Associate data may be used or maintained. Covered Entity and Business Associate may be referred to herein individually as “Party” or collectively as “Parties.”

BACKGROUND

The Parties acknowledge that they are subject to the Privacy and Security Rules (45 C.F.R. Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, and as amended by the final rule modifying the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (HITECH). If Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and hereinafter referred to as “Service Agreements.”

LIST OF AGREEMENTS AFFECTED BY THIS HIPAA BUSINESS ASSOCIATE AGREEMENT:

69897

In the course of performing services under a Service Agreement, Business Associate may come into contact with, use, or disclose Protected Health Information (“PHI”). Said Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security rules and regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI that Business Associate may receive (if any) from or on behalf of Covered Entity, and, therefore, execute this Agreement.

1. DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in 45 C.F.R. Parts 160 through 164 or other applicable law or regulation. A reference in this Agreement to a section in the Privacy or Security Rule means the section as in effect or as amended.

1.1 “Commercial Use” means obtaining PHI with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the spirit of this Agreement, including but not limited to presentation of data or examples of data in a conference or meeting setting where the ultimate goal is to obtain or gain new business.

1.2 “Confidential Information” shall mean any non-public, confidential or proprietary information, whether written, graphic, oral, electronic, visual or fixed in any tangible medium or expression, which is supplied by TennCare to the Business Associate under this Agreement. Any information, whether written, graphic, oral, electronic, visual or fixed in any tangible medium or expression, relating to individuals enrolled in the TennCare program (“TennCare enrollees”), or relating to individuals who may be potentially enrolled in the TennCare program, which is provided to or obtained through the Business Associate’s performance under this Agreement, shall also be treated as “Confidential Information” to the extent that confidential status is afforded such information under state and federal laws or regulations. All confidential information shall not be subject to disclosure under the Tennessee Public Records Act.

1.3 “Electronic Signature” means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

1.4 “Marketing” shall have the meaning under 45 C.F.R. § 164.501 and the act or process of promoting, selling, leasing or licensing any TennCare information or data for profit without the express written permission of TennCare.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

2.1 Compliance with the Privacy Rule. Business Associate shall fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement, the Service Agreements, or as required by law. In case of any conflict between this Agreement and the Service Agreements, this Agreement shall govern.

2.2 HITECH Act Compliance. The Health Information Technology for Economic and Clinical Health Act (HITECH) was adopted as part of the American Recovery and Reinvestment Act of 2009. HITECH and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and Breach notification. Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate shall comply with any applicable provisions of HITECH. Business Associate and the Covered Entity further agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement have been incorporated into this Agreement between Business Associate and Covered Entity. Should any provision not be set forth specifically, it is as if set forth in this Agreement in its entirety and is effective as of the Applicable Effective Date, and as amended.

2.3 Business Management. Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may provide data aggregation services relating to the Health Care Operations of TennCare, or as required by law. Business Associate is expressly prohibited from using or disclosing PHI other than as permitted by this Agreement, any associated Service Agreements, or as otherwise permitted or required by law, and is prohibited from uses or disclosures of PHI that would not be permitted if done by the Covered Entity.

2.4 Privacy Safeguards and Policies. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement or as required by law. This

includes the implementation of Administrative, Physical, and Technical Safeguards to reasonably and appropriately protect the Covered Entity's PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate (See also Section 3.2). The Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, and procedures, records of training and sanctions of members of its Workforce.

2.5 Business Associate Contracts. Business Associate shall require any agent, including a Subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity, or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential TennCare information, to agree, by written agreement with Business Associate, to substantially similar, but not less stringent restrictions and conditions that apply through this Agreement to Business Associate with respect to such information except for the provision at section 4.6, which shall only apply to the Business Associate notwithstanding the requirements in this section 2.5.

2.6 Mitigation of Harmful Effect of Violations. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.7 Reporting of Violations in Use and Disclosure of PHI. Business Associate shall require its employees, agents, and Subcontractors to promptly report to Business Associate immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement and to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. The Business Associate shall report such violation to Covered Entity immediately upon becoming aware of, and in no case later than 48 hours after discovery.

2.8 Breach of Unsecured Protected Health Information. As required by the Breach Notification Rule, Business Associate shall, and shall require its Subcontractor(s) to, maintain systems to monitor and detect a Breach of Unsecured PHI, whether in paper or electronic form.

2.8.1 Business Associate shall provide to Covered Entity notice of a Breach of Unsecured PHI immediately upon becoming aware of the Breach, and in no case later than 48 hours after discovery.

2.8.2 Business Associate shall cooperate with Covered Entity in timely providing the appropriate and necessary information to Covered Entity.

2.8.3 Covered Entity shall make the final determination whether the Breach requires notification to affected individuals and whether the notification shall be made by Covered Entity or Business Associate.

2.9 Access of Individual to PHI and other Requests to Business Associate. If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity in order to meet its requirements under 45 C.F.R. § 164.524. If Business Associate receives a request from an Individual for a copy of the Individual's PHI, and the PHI is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the Individual in a timely manner. If Business Associate receives a request for PHI not in its possession and in the possession of the Covered Entity, or receives a request to exercise other Individual rights as set forth in the Privacy Rule, Business Associate shall promptly forward the request to Covered Entity. Business Associate shall then assist Covered Entity as necessary in responding to the request in a timely manner. If a Business Associate provides copies of PHI to the Individual, it may charge a reasonable fee for the copies as the regulations shall permit.

2.10 Requests to Covered Entity for Access to PHI. The Covered Entity shall forward to the Business Associate in

a timely manner any Individual's request for access to or a copy (in any form they choose, provided the PHI is readily producible in that format) of their PHI that shall require Business Associate's participation, after which the Business Associate shall provide access to or deliver such information as follows:

- (a) The Parties understand that if either Party receives a request for access to or copies of PHI from an Individual which the Party may complete with only its own onsite information, the time for such response shall be thirty (30) days, with notification to the Covered Entity upon completion.
- (b) If the Covered Entity receives a request and requires information from the Business Associate in addition to the Covered Entity's onsite information to fulfill the request, the Business Associate shall have fifteen (15) days from date of Covered Entity's notice to provide access or deliver such information to the Covered Entity so that the Covered Entity may timely respond to the Individual within the thirty (30) day requirement of 45 C.F.R. § 164.524.
- (c) If the Party designated above as responding to the Individual's request is unable to complete the response to the request in the time provided, that Party shall provide the Individual, or Individual's designee, with a written statement of the reasons for the delay and the date by which the Party will complete its action on the request. The Party may extend the response time once for no more than thirty (30) additional days.
- (d) Business Associate is permitted to send an Individual or Individual's designee unencrypted emails including Electronic PHI if the Individual requests it, provided the Business Associate has advised the Individual of the risk and the Individual still prefers to receive the message by unencrypted email.

2.11 Individuals' Request to Amend PHI. If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526, regarding an Individual's request to amend PHI. The Business Associate shall make the amendment promptly in the time and manner designated by Covered Entity, but shall have thirty (30) days' notice from Covered Entity to complete the amendment to the Individual's PHI and to notify the Covered Entity upon completion.

2.12 Recording of Designated Disclosures of PHI. Business Associate shall document any and all disclosures of PHI by Business Associate or its agents, including information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

2.13 Accounting for Disclosures of PHI. The Business Associate agrees to provide to Covered Entity or to an Individual, or Individual's designee, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. The Covered Entity shall forward the Individual's request requiring the participation of the Business Associate to the Business Associate in a timely manner, after which the Business Associate shall provide such information as follows:

- (a) If Covered Entity directs Business Associate to provide an accounting of disclosures of the Individual's PHI directly to the Individual, the Business Associate shall have sixty (60) days from the date of the Individual's request to provide access to or deliver such information to the Individual or Individual's designee. The Covered Entity shall provide notice to the Business Associate in time to allow the Business Associate a minimum of thirty (30) days to timely complete the Individual's request.
- (b) If the Covered Entity elects to provide the accounting to the Individual, the Business Associate shall have thirty (30) days from date of Covered Entity's notice of request to provide information for the Accounting to the Covered Entity so that the Covered Entity may timely respond to the Individual within the sixty (60) day period.
- (c) If either of the Parties is unable to complete the response to the request in the times provided above, that

Party shall notify the Individual with a written statement of the reasons for the delay and the date by which the Party will complete its action on the request. The Parties may extend the response time once for no more than thirty (30) additional days.

(d) The accounting of disclosures shall include at least the following information:

- (1) date of the disclosure;
- (2) name of the third party to whom the PHI was disclosed,
- (3) if known, the address of the third party;
- (4) brief description of the disclosed information; and
- (5) brief explanation of the purpose and basis for such disclosure.

(e) The Parties shall provide one (1) accounting in any twelve (12) months to the Individual without charge. The Parties may charge a reasonable, cost-based fee, for each subsequent request for an accounting by the same Individual if he/she is provided notice and the opportunity to modify his/her request. Such charges shall not exceed any applicable State statutes or rules.

2.14 Minimum Necessary. Business Associate shall use reasonable efforts to limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.14.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.

2.14.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.14.3 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity.

2.15 Privacy Compliance Review upon Request. Business Associate agrees to make its internal practices, books and records, including policies, procedures, and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.16 Cooperation in Privacy Compliance. Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

3.1 Compliance with Security Rule. Business Associate shall fully comply with the requirements under the Security Rule applicable to "Business Associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.

3.2 Security Safeguards and Policies. Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule. This includes specifically, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security

risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation of its compliance with the Security Rule.

3.3 Security Provisions in Business Associate Contracts. Business Associate shall ensure that any agent to whom it provides Electronic PHI received from, maintained, or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, shall execute a bilateral contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, incorporating substantially similar, but not less stringent restrictions and conditions in this Agreement with Business Associate regarding PHI except for the provision in Section 4.6.

3.4 Reporting of Security Incidents. The Business Associate shall track all Security Incidents as defined and as required by HIPAA and shall periodically report such Security Incidents in summary fashion as may be requested by the Covered Entity. The Covered Entity shall not consider as Security Incidents, for the purpose of reporting, external activities (port enumeration, etc.) typically associated with the “footprinting” of a computing environment as long as such activities have only identified but not compromised the logical network perimeter, including but not limited to externally facing firewalls and web servers. The Business Associate shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of Security Incidents and responses for Business Associate’s operations. However, the Business Associate shall expediently notify the Covered Entity’s Privacy Officer of any related Security Incident, immediately upon becoming aware of any unauthorized acquisition including but not limited to use, disclosure, modification, or destruction of PHI by an employee or otherwise authorized user of its system of which it becomes aware.

3.4.1 Business Associate identifies the following key contact persons for all matters relating to this Agreement:

Business Associate shall notify Covered Entity of any change in these key contacts during the term of this Agreement in writing within ten (10) business days.

3.5 Contact for Security Incident Notice. Notification for the purposes of Sections 2.8 and 3.4 shall be in writing made by email/fax, certified mail or overnight parcel immediately upon becoming aware of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to:

TennCare Privacy Officer
310 Great Circle Rd.
Nashville Tennessee 37243
Phone: (615) 507-6697
Facsimile: (615) 734-5289
Email: Privacy.TennCare@tn.gov

3.6 Security Compliance Review upon Request. Business Associate shall make its internal practices, books, and records, including policies and procedures relating to the security of Electronic PHI received from, created by or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary of the

United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the requester, for purposes of determining Covered Entity's, Business Associate's compliance with the Security Rule.

3.7 Cooperation in Security Compliance. Business Associate shall fully cooperate in good faith to assist Covered Entity in complying with the requirements of the Security Rule.

3.8 Refraining from intimidation or retaliation. A Covered Entity or Business Associate may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any Individual or other person for-- (a) Filing of a complaint under 45 C.F.R. § 160.306; (b) testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing; or (c) opposing any act or practice made unlawful, provided the Individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of PHI in violation of HIPAA.

4. USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 Use and Disclosure of PHI for Operations on Behalf of Covered Entity. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Treatment, Payment or Health Care Operations for, or on behalf of, Covered Entity as specified in Service Agreements, provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity.

4.2 Other Uses of PHI. Except as otherwise limited in this Agreement, Business Associate may use PHI within its Workforce as required for Business Associate's proper management and administration, not to include Marketing or Commercial Use, or to carry out the legal responsibilities of the Business Associate.

4.3 Third Party Disclosure Confidentiality. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or, if permitted by law, this Agreement, and the Service Agreement, provided that, if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as required by law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is Breached immediately upon becoming aware.

4.4 Other Uses Strictly Limited. Nothing in this Agreement shall permit the Business Associate to share PHI with Business Associate's affiliates or contractors except for the purposes of the Service Agreement(s) between the Covered Entity and Business Associate(s) identified in the "LIST OF AGREEMENTS AFFECTED BY THIS HIPAA BUSINESS ASSOCIATE AGREEMENT" on page one (1) of this Agreement.

4.5 Covered Entity Authorization for Additional Uses. Any use of PHI or other confidential TennCare information by Business Associate, its Subcontractors, its affiliate or Contractor, other than those purposes of this Agreement, shall require express written authorization by the Covered Entity, and a Business Associate agreement or amendment as necessary. Activities which are prohibited include, but not are not limited to, Marketing or the sharing for Commercial Use or any purpose construed by Covered Entity as Marketing or Commercial use of TennCare enrollee personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws.

4.6 Prohibition of Offshore Disclosure. Nothing in this Agreement shall permit the Business Associate to share, use or disclose PHI in any form via any medium with any third party beyond the boundaries and jurisdiction of the

United States without express written authorization from the Covered Entity.

4.7 Prohibition of Other Uses and Disclosures. Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes. Moreover, the sale, marketing or the sharing for commercial use or any purpose construed by Covered Entity as the sale, marketing or commercial use of TennCare enrollee personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws, is prohibited.

4.8 Data Use Agreement - Use and Disclosure of Limited Data Set. Business Associate may use and disclose a Limited Data Set that Business Associate creates for Research, public health activity, or Health Care Operations, provided that Business Associate complies with the obligations below. Business Associate may not make such use and disclosure of the Limited Data Set after any cancellation, termination, expiration, or other conclusion of this Agreement.

4.9 Limitation on Permitted Uses and Disclosures. Business Associate will limit the uses and disclosures it makes of the Limited Data Set to the following: Research, public health activity, or Health Care Operations, to the extent such activities are related to covered functions, including business planning and development such as conducting cost-management and planning-related analysis related to managing and operating Business Associates functions, formulary development and administration, development and improvement of methods of payment or coverage policies, customer service, including the provision of data analysis for policy holders, plan sponsors, or other customers, to the extent such activities are related to covered functions, provided that PHI is not disclosed and disclosure is not prohibited pursuant to any other provisions in this Agreement related to Marketing or Commercial use.

4.10 Business Associate shall enter into written agreements that are substantially similar to this Business Associate Agreements with any Subcontractor or agent which Business Associate provides access to Protected Health Information.

4.11 Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule.

5. OBLIGATIONS OF COVERED ENTITY

5.1 Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of Privacy Practices produced by Covered Entity in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

5.2 Notice of Changes in Individual's Access or PHI. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.

5.3 Notice of Restriction in Individual's Access or PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.

5.4 Reciprocity for Requests Received by Business Associate. The Parties agree that this Section (Section 5) is reciprocal to the extent Business Associate is notified or receives an inquiry from any Individual within Covered Entity's covered population.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall be effective as of the date on which it has been signed by both parties and shall terminate when all PHI which has been provided, regardless of form, by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if the Parties agree that it is unfeasible to return or destroy PHI, subsection 6.3.5 below shall apply.

6.2 Termination for Cause. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to terminate this Agreement and Service Agreement in the event Business Associate fails to comply with, or violates a material provision of this Agreement and any provision of the Privacy and Security Rules.

6.2.1 Upon Covered Entity's knowledge of a Breach by Business Associate, Covered Entity shall either:

- (a) Provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this BAA if Business Associate does not cure the breach or end the violation within the reasonable time specified by Covered Entity; or
- (b) Immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible.

6.3 Effect of Termination. Upon termination of this Agreement for any reason, except as provided in subsections 6.3.2 and 6.3.5 below, Business Associate shall at its own expense either return and/or destroy all PHI and other confidential information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision applies to all confidential information regardless of form, including but not limited to electronic or paper format. This provision shall also apply to PHI and other confidential information in the possession of sub-contractors or agents of Business Associate.

6.3.1 The Business Associate shall consult with the Covered Entity as necessary to assure an appropriate means of return and/or destruction and shall notify the Covered Entity in writing when such destruction is complete. If information is to be returned, the Parties shall document when all information has been received by the Covered Entity.

6.3.2 This provision (Section 6.3 and its subsections) shall not prohibit the retention of a single separate, archived file of the PHI and other confidential TennCare information by the Business Associate if the method of such archiving reasonably protects the continued privacy and security of such information and the Business Associate obtains written approval at such time from the Covered Entity. Otherwise, neither the Business Associate nor its Subcontractors and agents shall retain copies of TennCare confidential information, including enrollee PHI, except as provided herein in subsection 6.3.5.

6.3.3 The Parties agree to anticipate the return and/or the destruction of PHI and other TennCare confidential information, and understand that removal of the confidential information from Business Associate's information system(s) and premises will be expected in almost all circumstances. The Business Associate shall notify the Covered Entity whether it intends to return and/or destroy the confidential with such additional detail as requested. In the event Business Associate determines that returning or destroying the PHI and other confidential information received by or created for the Covered Entity at the end or other termination of the Service Agreement is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible.

6.3.4 Except for Business Associate Agreements in effect prior to April 21, 2005 when the Security Rule became effective, for the renewal or amendment of those same Agreements, or for other unavoidable circumstances, the Parties contemplate that PHI and other confidential information of the Covered Entity shall not be merged or aggregated with data from sources unrelated to that Agreement, or Business Associate's other business

data, including for purposes of data backup and disaster recovery, until the parties identify the means of return or destruction of the TennCare data or other confidential information of the Covered Entity at the conclusion of the Service Agreement, or otherwise make an express alternate agreement consistent with the provisions of Section 6.3 and its subsections.

- 6.3.5 Upon written mutual agreement of the Parties that return or destruction of PHI is unfeasible and upon express agreement as to the means of continued protection of the data, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

7. MISCELLANEOUS

7.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and/or Security Rule means the section as in effect or as amended.

7.2 Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended, including, but not limited to, changes required by the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

7.3 Survival. The respective rights and obligations of Business Associate under Confidentiality and Section 6.3 of this Agreement shall survive the termination or expiration of this Agreement.

7.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

7.5 Headings. Paragraph Headings used in this Agreement are for the convenience of the Parties and shall have no legal meaning in the interpretation of the Agreement.

7.6 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by electronic mail, hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice. (For purposes of this section, effective notice to "Respective Party" is not dependent on whether the person named below remains employed by such Party.) The Parties agree to use their best efforts to immediately notify the other Party of changes in address, telephone number, and fax numbers and to promptly supplement this Agreement as necessary with corrected information.

Notifications relative to Sections 2.8 and 3.4 of this Agreement must also be reported to the Privacy Officer pursuant to Section 3.5.

COVERED ENTITY:

Stephen Smith, Director
Division of TennCare
310 Great Circle Rd.
Nashville, TN 37243

BUSINESS ASSOCIATE:

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

7.7 Transmission of PHI or Other Confidential Information. Regardless of the transmittal methods permitted above, Covered Entity and Business Associate agree that all deliverables set forth in this Agreement that are required to be in the form of data transfers shall be transmitted between Covered Entity and Business Associate via the data transfer method specified in advance by Covered Entity. This may include, but shall not be limited to, transfer through Covered Entity's SFTP system. Failure by the Business Associate to transmit such deliverables in the manner specified by Covered Entity may, at the option of the Covered Entity, result in liquidated damages if and as set forth in one (1) or more of the Service Agreements between Covered Entity and Business Associate listed above. All such deliverables shall be considered effectively submitted upon receipt or recipient confirmation as may be required.

7.8 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

7.9 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA and HITECH and without giving effect to principles of conflicts of law. Jurisdiction shall be Davidson County, Nashville, Tennessee, for purposes of any litigation resulting from disagreements of the parties for purpose of this Agreement and the Service Agreement (s).

7.11 Compensation. There shall be no remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and Services Agreement(s) referenced herein.

7.12 Validity of Execution. Unless otherwise agreed, the parties may conduct the execution of this Business Associate Agreement transaction by electronic means. The parties may agree that an electronic record of the Agreement containing an Electronic Signature is valid as an executed Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement to be valid and enforceable from the last date set out below:

DIVISION OF TENNCARE:

By: Stephen Smith
Stephen M. Smith, Director

Digitally signed by Stephen
Smith
Date: 2021.04.19 08:56:23
-05'00'

Date: _____

TennCare Address:

Division of TennCare
310 Great Circle Road
Nashville, TN 37243
Fax: (615) 253-5607

BUSINESS ASSOCIATE:

By: 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: 2021.04.16 13:24:37 -05'00'

Date: _____

Business Associate Address:

ATTACHMENT C**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Tennessee Department of Health
Subrecipient's DUNS number	172636268
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore, there is no date of award.
CFDA number and name	93.778 Dept of Health & Human Services/Title XIX
Grant Agreement's begin date	July 1, 2021
Grant Agreement's end date	June 30, 2024
Amount of federal funds obligated by this Grant Agreement	\$1,538,850.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	Department of Health and Human Services
Name and contact information for the federal awarding official	Center for Medicare and Medicaid Services (CMS) Regional Office 615-255-9305
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	If applicable, indirect cost is determined according to approved cost allocation plan.