

 INTERAGENCY AGREEMENT SUMMARY (Interagency Agreement between state agencies, including the University of Tennessee or Board of Regents colleges and universities)					
Begin Date July 1, 2026		End Date June 30, 2029		Agency Tracking # 31865-00834	Edison ID 90454
Contracting State Agency Name Department of Health				Edison Supplier ID 0000000051	
CFDA # 93.778 Dept. of Health and Human Services/Title XIX					
Service Caption TennCare Services and Coordination					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2027	\$14,615,950.00	\$14,615,950.00	\$0.00	\$0.00	\$29,231,900.00
2028	\$14,615,950.00	\$14,615,950.00	\$0.00	\$0.00	\$29,231,900.00
2029	\$14,615,950.00	\$14,615,950.00	\$0.00	\$0.00	\$29,231,900.00
TOTAL:	\$43,847,850.00	\$43,847,850.00	\$0.00	\$0.00	\$87,695,700.00
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.  Digitally signed by Crystal Allen Date: 2026.07.16 09:48:31 -05'00' Crystal Allen <i>CPO USE - IA</i>					
Speed Chart (optional)		Account Code (optional) 529015			

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

This Interagency Agreement ("Agreement"), by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare hereinafter referred to as the "Procuring State Agency" or "TennCare" and Department of Health, hereinafter referred to as the "Contracting State Agency" or "TDH," both collectively referred to as the "Parties", is for the provision of Early Periodic Screening, Diagnosis, and Treatment ("EPSDT") services and the Community Health Access and Navigation in Tennessee ("CHANT") program, and other coordination or services for TennCare members, as further defined in the "Scope of Services."

WHEREAS, TennCare is the single State agency for the administration of medical assistance services, including the TENNCARE and COVERKIDS programs in accordance with Titles XIX and XXI of the Social Security Act, which is managed through TennCare, as provided at Tenn. Code Ann. § 71-5-104 and 71-3-1104;

WHEREAS, TennCare and TDH agree that this Agreement does not constitute any delegation by TennCare of Medicaid policy and decision-making authority;

WHEREAS, Title V of the SSA §505(5)(F) requires the state agency administering the applicable program under this title will—(i) participate in the coordination of activities between such program and the early and periodic screening, diagnostic, and treatment program under section 1905(a)(4)(B) (including the establishment of periodicity and content standards for early and periodic screening, diagnostic, and treatment services), to ensure that such programs are carried out without duplication of effort, (ii) participate in the arrangement and carrying out of coordination agreements described in section 1902(a)(11) (relating to coordination of care and services available under this title and title XIX), (iii) participate in the coordination of activities within the State of Tennessee with programs carried out under this title and related Federal grant programs (including supplemental food programs for mothers, infants, and children, related education programs, and other health, developmental disability, and family planning programs), and (iv) provide, directly and through their providers and institutional contractors, for services to identify pregnant women and infants who are eligible for medical assistance under subparagraph (A) or (B) of section 1902(l)(1) and, once identified, to assist them in applying for such assistance.

WHEREAS, Title XIX of the SSA §1902(a)(11) requires the state plan for medical assistance must (A) provide for entering into cooperative arrangements with the state agencies responsible for administering or supervising the administration of health services and vocational rehabilitation services in the State of Tennessee looking toward maximum utilization of such services in the provision of medical assistance under the plan, (B) provide, to the extent prescribed by the Secretary, for entering into agreements, with any agency, institution, or organization receiving payments under (or through an allotment under) Title V.

WHEREAS, 42 C.F.R. 431.615(c) requires the Title XIX state plan must (1) Describe cooperative arrangements with the state agencies that administer, or supervise the administration of, health services and vocational rehabilitation services designed to make maximum use of these services; (2) Provide for arrangements with title V grantees, under which the Medicaid agency will utilize the grantee to furnish services that are included in the state plan; (3) Provide that all arrangements under this section meet the requirements of paragraph (d) of this section; and (4) Provide, if requested by the title V grantee in accordance with the arrangements made under this section, that the Medicaid agency reimburse the grantee or the provider for the cost of services furnished beneficiaries by or through the grantee. In accordance with paragraph (d) *Content of arrangements*, the arrangements referred to in paragraph (c) must specify, as appropriate—(1) The mutual objectives and responsibilities of each party to the arrangement; (2) The services each party offers and in what circumstances; (3) The cooperative and

collaborative relationships at the state level; (4) The kinds of services to be provided by local agencies; and (5) Methods for—(i) Early identification of individuals under 21 in need of medical or remedial services; (ii) Reciprocal referrals; (iii) Coordinating plans for health services provided or arranged for beneficiaries; (iv) Payment or reimbursement; (v) Exchange of reports of services furnished to beneficiaries; (vi) Periodic review and joint planning for changes in the agreements; (vii) Continuous liaison between the parties, including designation of State and local liaison staff; and (viii) Joint evaluation of policies that affect the cooperative work of the parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties do hereby enter into this Agreement according to the provisions set forth herein.

A. SCOPE OF SERVICES:

- A.1. TDH shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2. TDH shall maintain an infrastructure capable of delivering EPSDT well- child services in the eighty-nine (89) rural counties that TDH operates, including assuring the availability and accessibility of trained staff and the purchase of any equipment needed to facilitate the delivery of high-quality services. To the extent EPSDT services are provided in the following metro health departments in Madison, Shelby, Knox, Davidson, Hamilton, and Sullivan counties (“Metro HDs”) those EPSDT services are not covered by this Agreement but are provided by the Metro HDs pursuant to separate agreements between TennCare and the Metro HDs. CHANT services provided under this Agreement include those received in the Metro HDs, however, as TDH provides those services pursuant to separate agreements with the Metro HDs. Delivery of EPSDT well-child services performed under this Agreement shall include the following:
 - a. Provide EPSDT well-child screenings for children in state custody to meet the Department of Children’s Services’ (“DCS”) seventy-two (72) hour requirement. For Health Departments serving as a Federally Qualified Health Center (“FQHC”), well-child screenings will still be provided to members. Well-child screenings will include all seven required components of an EPSDT visit as authorized under Title XIX of the Social Security Act.
 - b. For TennCare members who are not presenting for a DCS seventy-two (72) hour EPSDT well-child screening, local or metro health departments shall connect the member to their assigned primary care provider (“PCP”) for a well-child screening.
 - (1) Warm hand-off to CHANT program staff, Call Center, or local health department staff for referral and connection to PCP
 - (2) CHANT and/or Call Center staff shall utilize TennCare Online Services to identify the member’s managed care organization (“MCO”) and assigned PCP
 - (3) CHANT staff shall identify barriers to accessing PCP; local or metro health department staff shall also assist members with appointment scheduling, arranging transportation to appointments, and changing PCP if requested.
 - (4) Follow-up with families agreeing to CHANT enrollment to encourage follow-through or discuss barriers to completing EPSDT referral/appointment
 - c. Document the allocation to Title XIX based on the Cost Allocation Plan for TennCare Related Services in accordance with Attachment A.
 - d. Provide TennCare with the annual statewide results of the Resource Based Relative Value System governing its allocations to Title XIX and other federal programs in accordance with Attachment A.
 - e. Provide health department staff with training and protocols necessary to implement the activities including:

- (1) TDH will have standard operating procedures for all Health Department and CHANT teams for connecting to a member's PCP, and
 - (2) At least annually, TDH will collaborate with the MCOs to provide training to the CHANT and Health Department EPSDT teams. This training will provide overview of the services provided to members through MCO Care Coordination, how to access member information, and other relevant topics for coordinating services for TennCare members and families.
 - f. Annually, on July 1, TDH shall provide TennCare updated protocols for EPSDT and connecting members to their PCP.
 - g. TennCare may request a list of members who were referred to their PCP for EPSDT services via CHANT or the Call Center, completed an EPSDT visit at the Health Department, or declined assistance to be connected to their PCP.
- A.3. TDH shall maintain statewide care coordination services and infrastructure for the CHANT program. Services performed shall include the following:
- a. Maintain a CHANT call center to contact families using the "Welcome Baby" algorithm. Families will be screened and referred to the appropriate CHANT pathway. The call center will also inform families of the importance of well-child visits for their newborn child and other children in the home.
 - b. The CHANT teams will engage referred families in screening and assessment, education, navigation, referrals, and follow-up as outlined in the CHANT Intake Process.
 - c. TDH, through CHANT teams in local health departments, shall provide care coordination, offer assistance and refer families to the appropriate resources, such as the local health departments ("HDs"), Department of Human Services ("DHS") offices, the MCOs, PCPs, etc. Additional appropriate referrals will be made using the respective Pathways within the CHANT model.
 - d. TDH will track a member or family's engagement, navigation, and completion of assigned CHANT pathways and report outcomes to TennCare in a format specified by TennCare in the quarterly report.
- A.4. TDH shall provide care coordination, outreach and education to TennCare members under age twenty-one (21) and their families.
- a. TDH will engage MCOs and other agencies and community partners in statewide and region--specific planning meetings to improve coordination for the care of women and children across counties.
 - b. TDH will assist with immunization outreach by assisting with vaccine days at local schools and/or partnering with providers for vaccine related outreach/education.
- A.5. TDH will collaborate with TennCare to develop processes to increase data sharing to improve member care coordination and outcomes to the extent permitted by applicable laws, rules and regulations.
- A.6. TDH shall work with TennCare to determine processes and workflows to support increasing primary care provider participation in the vaccines for Children ("VFC") program. Services may include, but are not limited to the following:
- a. TDH will work with TennCare to support PCPs going through the process to become a VFC provider.

- b. TDH will send mutually agreed-upon reports as requested by TennCare to provide up to date VFC status updates.
- c. TDH will work with TennCare to provide quarterly immunization rates for children ages <2 and 9-13 years for PCMH organizations participating PCP organizations in a format specified by TennCare in collaboration with the TennIIS team.

A.7. Deliverables/Reports

Report	Due
Quarterly Report	30 days after the end of each quarter
EPSDT Referral Tracking Document	TBD as requested by TennCare
Updated TDH PCP Referral Protocols	July 1
VFC Status Reports for PCMH Organizations	TBD as requested by TennCare
PCMH VFC Immunization Rates	TBD as requested by TennCare
Additional data sharing reports TBD	TBD as requested by TennCare

B. TERM OF INTERAGENCY AGREEMENT:

- B.1. This Interagency Agreement shall be effective on July 1, 2026 ("Effective Date") and ending on June 30, 2029, ("Term"). The Procuring State Agency shall have no obligation for goods or services provided by the Contracting State Agency prior to the Effective Date.
- B.2. Renewal Options. This Interagency Agreement may be renewed upon satisfactory completion of the Term. The Procuring State Agency reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the Procuring State Agency, at the Procuring State Agency's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed Eighty-Seven Million Six Hundred Ninety-Five Thousand Seven Hundred Dollars (\$87,695,700.00). This amount shall constitute the entire compensation due the Contracting State Agency for the goods delivered and accepted or for services completed and all of the Contracting State Agency's obligations hereunder regardless of the difficulty, hours worked, or materials or equipment required. This Agreement amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contracting State Agency.
- C.2. Compensation Firm. The maximum liability of the Procuring State Agency under this Agreement is firm for the duration of the term of this Agreement and is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. Upon completion of the work described in Section A of this Interagency Agreement, the Contracting State Agency shall submit a journal voucher in form and substance acceptable to TennCare for completed services. The actual cost determination methods will be reviewed and approved by TennCare, and such compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A and Attachment A.
- C.4. Travel Compensation. The Contracting State Agency shall not be compensated or reimbursed for travel, meals, or lodging.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Procuring State Agency and the Contracting State Agency are not bound by this Interagency Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Interagency Agreement as to form and legality.
- D.2. Modification and Amendment. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Interagency Agreement.
- D.3. Termination for Convenience. This Interagency Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the Procuring State Agency exercise the option of terminating this Interagency Agreement for convenience, the Contracting State Agency shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized services completed as of the termination date. Should the Contracting State Agency exercise this provision, the Procuring State Agency shall have no liability to the Contracting State Agency except for those goods delivered and accepted or those units of service that were satisfactorily completed by the Contracting State Agency. The final decision as to the acceptability of goods or whether units of service were satisfactorily completed shall be determined by the Procuring State Agency in its sole discretion.
- D.4. Subject to Funds Availability. This Interagency Agreement is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Procuring State Agency reserves the right to terminate or suspend this Interagency Agreement upon written notice to the Contracting State Agency. Said termination or suspension shall not be deemed a breach of this Interagency Agreement by the Procuring State Agency. Upon receipt of the written notice, the Contracting State Agency shall cease all work associated with this Interagency Agreement. Should such an event occur, the Contracting State Agency shall be entitled to compensation for all satisfactory and authorized goods delivered and accepted or authorized services completed as of the termination or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination or suspension, the Contracting State Agency shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Completeness. This Interagency Agreement is complete and contains the entire understanding between the parties relating to this subject matter, including all the terms and conditions of the parties' agreement. There are no other prior or contemporaneous agreements that modify, supplement, or contradict any of the express terms of the agreement.
- D.6. Nondiscrimination. The Contractor agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. This Section D.6 shall not be deemed to limit or abridge any requirement set forth in Section E.14.
- D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications shall be made in writing and directed to the following designated contact persons:

The Procuring State Agency:

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

The Contracting State Agency:

Elizabeth Harvey, PhD, MPH
 Assistant Commissioner, Title V Maternal and Child Health Director
 Division of Family Health and Wellness
 Andrew Johnson Tower, 7th Floor
 710 James Robertson Parkway,
 Nashville, TN. 37243
 Phone (615) 917-9608

E. SPECIAL TERMS AND CONDITIONS

- E.1. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contracting State Agency by the Procuring State Agency or acquired by the Contracting State Agency on behalf of the Procuring State Agency that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contracting State Agency to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contracting State Agency due to intentional or negligent actions or inactions of agents of the Procuring State Agency or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contracting State Agency 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 Interagency Agreement.

- E.2. HIPAA Compliance. To the extent legally applicable, the Procuring State Agency and Contracting State Agency shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Interagency Agreement.
- a. Contracting State Agency warrants to the Procuring State Agency that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Interagency Agreement.
 - b. Contracting State Agency warrants that it will cooperate with the Procuring State Agency, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Interagency Agreement so that both parties will be in compliance with the Privacy Rules.
 - c. The Procuring State Agency and the Contracting State Agency 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 Procuring State Agency and

Contracting State Agency in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Interagency 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.

- E.3. Business Associate. As TDH will provide services to TennCare pursuant to which TDH will have access to, receive from, create, or receive on behalf of TennCare Protected Health Information, or TDH 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), TDH hereby acknowledges its designation as a business associate under HIPAA and agrees to comply with all applicable HIPAA regulations and the terms in the associated Business Associate Agreement (BAA), executed by the Parties as required by this Agreement (See Attachment B).
- E.4. Notification of Breach and Notification of Suspected Breach. The Contracting State Agency shall notify TennCare's Privacy Office immediately upon becoming aware of and in no case later than 24 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 Contracting State Agency, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Contracting State Agency's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.
- E.5. Authority. If other State or local agencies or offices perform services for TennCare, including the Contracting State Agency, 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.6. Applicable Laws, Rules, Policies, and Court Orders. The Contracting State Agency 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 TennCare and CHIP programs. Such compliance shall be performed at no additional cost to the Procuring State Agency.
- E.7. Severability. If any terms and conditions of this Interagency 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 Interagency Agreement are declared severable.
- E.8. Personally Identifiable Information. While performing its obligations under this Contract, Contracting State Agency may have access to Personally Identifiable Information held by the TennCare ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contracting State Agency agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contracting State Agency shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contracting State Agency and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to

the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contracting State Agency shall immediately notify State: (1) of any disclosure or use of any PII by Contracting State Agency or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contracting State Agency or its employees, agents and representatives where the purpose of such disclosure is not known to Contracting State Agency or its employees, agents and representatives. The State reserves the right to review Contracting State Agency's policies and procedures used to maintain the security and confidentiality of PII and Contracting State Agency shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contracting State Agency is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contracting State Agency shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

Contracting State Agency shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contracting State Agency ("Unauthorized Disclosure") that come to the Contracting State Agency's attention. Any such report shall be made by the Contracting State Agency within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contracting State Agency. Contracting State Agency shall take all necessary measures to halt any further Unauthorized Disclosures. The obligations set forth in this Section shall survive the termination of this Contract.

E.9. Records. Contracting State Agency shall maintain documentation for all charges under this Contract. The books, records, and documents of Contracting State Agency, for work performed or money received under this Contract, 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 the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

E.10. Social Security Administration (SSA) Required Provisions for Data Security.

a. Definitions.

1. 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.

b. The Contracting State Agency 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, which provide the requirements that the SSA stipulates that the Contracting State Agency must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system. In addition, the Contracting State Agency shall have in place administrative, physical, and technical safeguards for data. The Contracting State Agency shall also comply with Section 1106(a) of the Act (42 U.S.C. 1306) and the regulations promulgated pursuant to that section (20 C.F.R. Part 401).

c. The Contracting State Agency 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 Contracting State Agency pursuant to this Section;

- d. The Contracting State Agency shall not duplicate in a separate file or disseminate, without prior written permission from TennCare, the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the TennCare program. Should the Contracting State Agency propose a redisclosure of said data, the Contracting State Agency must specify in writing to TennCare the data the Contracting State Agency 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.
 - e. The Contracting State Agency agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.
 - f. The Contracting State Agency shall maintain a current list of the employees of such Contracting State Agency with access to SSA data and provide such lists to TennCare upon request and at any time there are changes.
 - g. The Contracting State Agency 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 Contract. The Contracting State Agency shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.
 - h. The Contracting State Agency shall ensure that its employees:
 - 1. Properly safeguard SSA-supplied data furnished by TennCare under this Contract 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 Contracting State Agency 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.
 - i. Contracting State Agency employees who access, use, or disclose TennCare or TennCare SSA-supplied data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal statutes.
 - j. Loss or Suspected Loss of Data - If an employee of the Contracting State Agency becomes aware of suspected or actual loss of SSA-supplied data, the Contracting State Agency must notify TennCare immediately upon becoming aware to report the actual or suspected loss. The Contracting State Agency must provide TennCare with timely updates as any additional information about the loss of SSA-supplied data becomes available. If the Contracting State Agency 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 Contracting State Agency shall bear any costs associated with the notice or any mitigation.
 - k. TennCare may immediately and unilaterally suspend the data flow under this Contract, or terminate this Contract, if TennCare, in its sole discretion, determines that the Contracting State Agency has: (1) made an unauthorized use or disclosure of TennCare SSA-supplied data; or (2) otherwise violated or failed to follow the terms and conditions of this Contract.
- E.11. Medicaid and CHIP. The Contracting State Agency must provide safeguards that restrict the use or disclosure of information concerning Medicaid and Children's Health Insurance Plan

(CHIP) applicants and beneficiaries to purposes directly connected with the administration of the plan.

- a) Purposes directly related to the administration of Medicaid and CHIP include:
 1. Establishing eligibility;
 2. Determining the amount of medical assistance;
 3. Providing services for beneficiaries; and,
 4. Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to Medicaid or CHIP administration.
- b) The Contracting State Agency must have adequate safeguards to assure that:
 1. Information is made available only to the extent necessary to assist in the valid administrative purposes of those receiving said information, and
 2. Information received under the Internal Revenue Code (Title 26 of the United States Code (USC)) is exchanged only with parties authorized to receive that information under that section of the United States Code; and, the information is adequately stored and processed so that it is protected against unauthorized disclosure for other purposes.
- c) The Contracting State Agency must have criteria that govern the types of information about applicants and beneficiaries that are safeguarded. This information must include, at minimum, the following:
 1. Names and addresses;
 2. Medical services provided;
 3. Social and economic conditions or circumstances;
 4. Contractor evaluation of personal information;
 5. Medical data, including diagnosis and past history of disease or disability;
 6. Any information received for verifying income eligibility and amount of medical assistance payments, including income information received from the Social Security Administration (SSA) or the Internal Revenue Service (IRS);
 7. Income information received from SSA or the IRS must be safeguarded according to Medicaid and CHIP requirements;
 8. Any information received in connection with the identification of legally liable third-party resources; and,
 9. Social Security Numbers.
- d) The Contracting State Agency must have criteria approved by TennCare specifying:
 1. Conditions for release and use of information about applicants and beneficiaries;
 2. Access to information concerning applicants or beneficiaries must be restricted to Contracting State Agency representatives or other individuals who are subject to standards of confidentiality that are comparable to those of TennCare;
 3. The Contracting State Agency shall not publish names of applicants or beneficiaries;
 4. The Contracting State Agency shall obtain permission from a family or individual, whenever possible, before responding to a request for information from an outside source, unless the information is to be used to verify income, eligibility and the amount of medical assistance payment to an authorized individual or entity, or if, because of an emergency situation, time does not permit obtaining consent before release, the Contracting State Agency shall notify TennCare, the family, or

individual immediately after supplying the information.

5. The Contracting State Agency's policies must apply to all requests for information from outside sources, including governmental bodies, the courts, or law enforcement officials.
6. The Contracting State Agency shall notify TennCare of any requests for information on applicants or beneficiaries by other governmental bodies, the courts or law enforcement officials ten (10) days prior to releasing the requested information.
7. If a court issues a subpoena for a case record or for any Contracting State Agency representative to testify concerning an applicant or beneficiary, the Contracting State Agency must notify TennCare at least ten (10) days prior to the required Production date so TennCare may inform the court of the applicable statutory provisions, policies, and regulations restricting disclosure of information.

The Contracting State Agency shall not request or release information to other parties to verify income, eligibility, and the amount of assistance under Medicaid or CHIP prior to express approval from TennCare.

E.12. Employees Excluded from Medicare, Medicaid, or CHIP. The Contracting State Agency does hereby attest, certify, warrant, and assure that the Contracting State Agency shall not knowingly employ, in the performance of this Contract, employees who have been excluded from participation in the Medicare, Medicaid, and/or CHIP programs pursuant to the Social Security Act, Section 1128 (Exclusion of Certain Individuals and Entities from Participation in Medicare and State Health Care Programs).

E.13. Offer of Gratuities. By signing this Contract, the Contracting State Agency signifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the federal General Accounting Office, federal Department of Health and Human Services, the CMS, or any other state or federal agency has or will benefit financially or materially from this Contract. This Contract may be terminated by TennCare as provided in Section D.3, if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Contracting State Agency, its agent, or employees.

E.14. Nondiscrimination Compliance Requirements. No person on the grounds of disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state civil rights laws shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contracting State Agency. The Contracting State Agency agrees to cooperate with the Division of TennCare's Office of Civil Rights ("OCRC") in carrying out its federal and state nondiscrimination compliance obligations, which include and are not limited to: the Title VI of the Civil Rights Act of 1964, Section 504 and 508 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 (codified at 45 C.F.R. pt. 92) and Section D.9 of this Contract. The Contracting State Agency shall provide OCRC with the name and contact information for a staff member who will work with OCRC to fulfill the nondiscrimination compliance activities related to the terms of this Contract.

a. *Policies and Procedures and Training.* The Contracting State Agency shall be interacting with individuals from diverse cultural backgrounds including, individuals with Limited English Proficiency ("LEP"), individuals with low literacy, individuals with disabilities, including individuals with vision, cognitive, hearing, and speech disabilities. The Contracting State Agency shall have policies and procedures for delivering services in a nondiscriminatory and cultural competent manner, providing free language and communication assistance services to individuals, providing individuals with reasonable accommodations, discrimination, complaint procedures, and for regularly inspecting assessment methods and decision support tools like algorithms to promote equal outcomes and eliminate bias with generating results. The Contracting State Agency shall ensure that its staff members delivering the services required by this Contract receive annual training on these policies and procedures. The Contracting State Agency shall ensure that its new hires carrying out the terms of this Contract receive training on the

forementioned Contracting State Agency's policies and procedures within thirty (30) days of joining the Contracting State Agency's workforce.

b. *Conscience and Religious Beliefs and Moral or Religious Directives.* Should the Contracting State Agency not deliver a TennCare covered service due to its conscience and/or religious beliefs or moral or religious directives the Contracting State Agency shall comply with the following requirements:

i. The Contracting State Agency shall provide a list of the services it does not deliver due to its conscience and/or religious beliefs or moral or religious directives to TennCare. This list shall be provided to TennCare at least ninety (90) days prior to the start date of this Contract and thereafter at least sixty (60) days before implementing any policy to discontinue a covered service based on the Contracting State Agency's conscience and religious beliefs and/or its Ethical and Religious Directives. This list shall be used by TennCare to provide information thirty (30) days before the effective start date of the policy to TennCare members about where and how the members can obtain the services that are not being delivered by the Contracting State Agency due to their conscience and/or religious beliefs or moral or religious directives.

ii. Should an issue arise at the time of a service interaction, the Contracting State Agency shall inform TennCare members that the member's managed care organization can assist them with that issue. The Contracting State Agency is not required to make specific treatment recommendations or referrals.

c. *Electronic and Information Technology Accessibility Requirements.* To the extent that the Contracting State Agency is using electronic and information communication technology to fulfill its obligations under this Contract, the Contracting State Agency shall comply with the electronic and information technology accessibility requirements under the federal civil rights laws including Section 504 and Section 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and 45 C.F.R. pt. 92, or any subsequent standard adopted by an oversight administrative body, including the U.S. Access Board. To comply with the accessibility requirements for Web content and non-Web electronic documents and software, the Contractor shall use the most current W3C's Web Content Accessibility Guidelines ("WCAG") level 2.2 AA or higher with a goal to transition to WCAG 3 level silver. Additionally, the Contracting State Agency agrees to comply with Title VI of the Civil Rights Act of 1964, by adding a system function that allows users to translate the content into a language other than English. The Contracting State Agency shall satisfy this requirement, subject to TennCare approval, through the provision of a link to a machine translation tool, utilization of a translation technology solution, or by otherwise translating electronic information into non-English languages.

d. *Cultural Competency and Data Collection.* The Contracting State Agency shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all members, including those with Limited English Proficiency, disabilities and diverse cultural and ethnic backgrounds regardless of sex. The Contracting State Agency shall ensure physical access, reasonable accommodations, and accessible equipment for the furnishing of services to members with physical or mental disabilities.

In accordance with the requirements set forth in 42 U.S.C. § 300kk, to the extent practicable, the Contracting State Agency shall develop and maintain the ability to collect and report data on race, sex, primary language, and disability status for participants, applicants and members and from applicants' and members' parents or legal guardians if applicants or members are minors or legally incapacitated individuals. In collecting this data, the Contracting State Agency shall use the Office of Management and Budget data collection standards for race/ethnicity, sex, primary language, and disability measures.

e. *Discrimination Complaints and Requests for Reasonable Accommodations.* The Contracting State Agency shall provide any discrimination complaint or request for a reasonable accommodation received relating to this Contract's services and activities within in two (2) days of receipt to OCRC at HCFA.Fairtreatment@tn.gov. The Contracting State Agency shall cooperate with OCRC and other federal and state authorities during discrimination complaint investigations and reviews for requests for reasonable accommodations and to assist individuals

in obtaining information on how they can report a complaint or request a reasonable accommodation that involves TennCare's services or activities by contacting OCRC. To satisfy this obligation the Contracting State Agency may direct the individual to OCRC's webpage at: <https://www.tn.gov/tenncare/members-applicants/civil-rights-compliance.html> or to call TennCare Connect at 855-259-0701 if they need assistance with filing a complaint or requesting a reasonable accommodation.

f. *Nondiscrimination Compliance Reports.* The Contracting State Agency shall submit the following nondiscrimination compliance deliverables to OCRC using TennCare's Office of Compliance Management Oversight Processing System ("TOPS") as follows:

- i. *Annual Compliance Questionnaire.* On an annual basis and through TOPS, the Contracting State Agency shall receive a Nondiscrimination Compliance Questionnaire from OCRC. The Contracting State Agency shall complete the questionnaire and submit any requested documentation to OCRC within sixty (60) days of receipt of the questionnaire.
- ii. *Quarterly Compliance Reports.* The Contracting State Agency shall submit a quarterly Non-discrimination Compliance Report which shall include the following:
 - a. A civil rights and cultural compliance training report;
 - b. A listing of all discrimination claims that are reported to the Contracting State Agency that are claimed to be related to the provision of and/or access to the services provided under the scope of this Contract.
 - c. The language and communication assistance report shall capture a summary listing of language and communication assistance services that were requested by members and/or participants such as, Arabic; large print; Sign Language and the methods used to provide those services.

g. *Nondiscrimination Notice and Taglines.* Should the Contracting State Agency create materials, which includes and is not limited to flyers, emails, text messages, the Contracting State Agency shall ensure that communications critical to obtaining services and vital documents that are targeted to participants, enrollees, applicants, and members of the public shall be printed with the notice of nondiscrimination and taglines required by TennCare. Written materials specific to TennCare program members shall be approved by TennCare prior to the materials being sent to these individuals and at a minimum vital documents shall be translated and available in the Spanish and Arabic languages.

h. *Provider Participation.* The Contracting State Agency shall not discriminate against providers and entities in accordance with the federal prohibition against discrimination as provided for under the collective "federal health care provider conscience protection statutes," referenced individually as the Church Amendments, 42 U.S.C. § 300a-7, section 245 of the Public Health Service Act, 42

U.S.C. § 238n, and the Weldon Amendment, Consolidated Appropriations Act, 2010, Public Law 111-117, Div. D, Sec. 508(d), 123 Stat. 3034, 3279-80. The Contractor shall ensure that Providers who are participants in a TennCare program are not subjected to discrimination because of their race, color, national origin, disability, age, sex, conscience and religious freedom, or other statuses protected by federal and/or state law.

E.15 Discovery and Litigation. TennCare is frequently involved in litigation as either a Party or a non-party with relevant information. If any such litigation should arise out of the performance of this Agreement, the Contracting State Agency shall cooperate fully and timely with any State attorneys or paralegals at no additional cost to TennCare or TDH, which shall include the following responsibilities:

- a. *Litigation Support.* The Contracting State Agency shall make its personnel available to testify in Tennessee, whether in person before a tribunal or by deposition in any case relating to this Agreement.

- b. Discovery and Litigation Hold Requirements. The Contracting State Agency shall cooperate with all TennCare requests to aid in data and document retention and collection, as required for litigation. The Contracting State Agency shall promptly provide TennCare with all information within the Contracting State Agency's control if required to do so by a discovery demand or court order. TennCare will exert its best effort to narrow the scope of any discovery request. The obligation to meet the requirements listed above shall survive the termination of the Contract and shall extend to any subcontractor hired by the Contracting State Agency to provide goods or perform services on its behalf as required herein.

E.16 Survival. Section E, and the obligation to meet the requirements outlined in Section E, shall survive the termination of the Agreement and extend to any subcontractor hired by the Contracting State Agency that provides goods or performs services on the Contracting State Agency's behalf as required pursuant to this Agreement.

IN WITNESS WHEREOF:

DEPARTMENT OF HEALTH:

Dr. John R. Dunn Digitally signed by Dr. John R. Dunn
Date: 2026.07.15 18:39:22 -05'00'

DR. JOHN DUNN, INTERIM COMMISSIONER

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


JIM BRYSON, COMMISSIONER

7/16/2026

DATE

ALLOCATION PLAN FOR TENNCARE RELATED SERVICES

Rural Health Department Costs:

- (1) Costs that can be directly charged to one (1) or more programs associated with Sections A.1 - A.7 in the scope of services of this Interagency Agreement will be charged to the correct task profile and/or speedchart as identified in the chart of accounts of the Contracting State Agency.
- (2) Costs that cannot be directly charged to one (1) or more programs associated with Sections A.1 - A.7 will be allocated based on the Resource Based Relative Value Scale. The Resource-Based Relative Value Scale (RBRVS) is the physician payment system used by the Centers for Medicare & Medicaid Services (CMS) and many other payers.
 - a. Activities will be recorded as procedure codes on Encounter Forms and entered into the Patient Tracking and Billing Management Information System (PTBMIS) or other Tennessee Department of Health approved Electronic Health Record (EHR).
 - b. Relative Value Unit (RVUs) will be assigned to each procedure code in PTBMIS or other Tennessee Department of Health approved EHR. Each month the RVUs for each program will be summed and converted to a percentage of the total RVUs.
 - c. State salaries and benefits and administrative overhead costs will be allocated to each program based on these RVU percentages.
 - d. Rural health department contract employee costs will be reported monthly and also allocated based on RVU percentages.
 - e. Departmental (i.e. Central Office) indirect cost will be calculated using the current and approved indirect cost rate.

Other Interagency Agreement Costs:

TDH does not operate the Madison, Shelby, Knox, Davidson, Hamilton, and Sullivan County Health Departments ("Metro HDs") but has agreements with these Metro HDs for the provision of CHANT services. The Metro HDs will be responsible for identifying the cost associated with each claim category and the applicable cost with the programs described in Sections A.1 - A.7 for the provision of CHANT services in their health departments. The Metro HDs shall have an acceptable cost allocation plan to ensure accurate billing and must maintain the appropriate documentation to support all costs related to CHANT services. Any of these Metro HDs that have an approved indirect cost plan may also apply the appropriate indirect cost rate.



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 37228 and Tennessee Department of Health ("Business Associate"), located at 710 James Robertson Pkwy, Nashville, TN 37243, 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 "State Contract" or "State Contracts."

LIST OF STATE CONTRACTS AFFECTED BY THIS HIPAA BUSINESS ASSOCIATE AGREEMENT:

In the course of performing services under the State Contract(s), Business Associate may come into contact with, use, or disclose Protected Health Information ("PHI"). Said State Contract(s) is/are hereby incorporated by reference and shall be considered part of this Agreement as if the State Contract(s) was/were fully included 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 agree to establish satisfactory assurances that Business Associate will appropriately safeguard PHI that Business Associate receives from or on behalf of Covered Entity, and therefore, the Parties execute this Agreement.

In the case of any conflict, discrepancy, or ambiguity, between this Agreement and the State Contract(s), this Agreement shall govern as relating to the conflict, discrepancy, or ambiguity only. Absent any conflict, discrepancy, or ambiguity between this Agreement and the State Contract(s), the State Contract governs.

1. DEFINITIONS

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

1.1 “Commercial Use” means obtaining PHI with the intent to sell, transfer or use it for commercial or personal gain, or malicious harm; selling to a third party for consumption, resale, or processing for resale; applying or converting 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 presentation, conference, or meeting setting, with a goal of obtaining or gaining 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 Business Associate under this Agreement. Any information, whether written, graphic, oral, electronic, visual or fixed in any tangible medium or expression, relating to any individual enrolled in the TennCare program (“TennCare Enrollee”), or relating to individual(s) who may potentially enroll in the TennCare program, provided to or obtained through Business Associate’s performance under this Agreement, shall also be treated as Confidential Information to the extent that confidential status is afforded under state and federal laws or regulations to the information provided to, or obtained through, Business Associate’s performance. All Confidential Information shall not be subject to disclosure under the Tennessee Public Records Act.

1.3 “Electronic Signature(s)” 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 shall include the act or process of promoting, selling, leasing, or licensing any TennCare information or data for profit, advantage, benefit, or similar goal, 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 State Contract(s), or as required by law.

2.2 HIPAA and HITECH Compliance. HITECH and its implementing regulations impose requirements on business associates with respect to privacy, security, and Breach notification. Business Associate hereby acknowledges and agrees that it is functioning as a Business Associate of Covered Entity as obligated by this Agreement and the State Contract(s). Business Associate further acknowledges that it shall comply with any applicable provisions of HIPAA and HITECH. Business Associate and 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. Even if a provision of HIPAA or HITECH is not specifically set forth in this Agreement, all applicable provisions of HIPAA and HITECH are incorporated into this Agreement in their entirety.

2.3 Business Management. Business Associate may use and disclose PHI for the proper management and administration of 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 State Contract(s), or as otherwise required by law, and is prohibited from uses or disclosures of PHI that would not be permitted if done by 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 State Contract(s), this Agreement, or as required by law. This includes the implementation of Administrative, Physical, and Technical Safeguards to appropriately protect Covered Entity’s PHI against any reasonably anticipated threats or hazards utilizing the technology commercially available to Business Associate (See also Agreement Section 3.2). Business Associate shall maintain, and provide

to TennCare when requested, appropriate documentation of Business Associate's compliance with the Privacy Rule, except when Business Associate is required by TennCare policies and procedures to provide compliance documents on an established timeframe without request from TennCare. Appropriate documentation of compliance with the Privacy Rule includes, but is not limited to, Business Associate's policies and procedures, records of training, records of breaches, and sanctions of members of its Workforce.

2.5 Privacy Provisions in 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 Business Associate involving the use, custody, disclosure, creation of, or access to, PHI or other confidential TennCare information, to enter into a written contract that is substantially similar to this Agreement with respect to all privacy provisions. Said substantially similar written contract shall not include less stringent terms or restrictions than this Agreement with Business Associate with respect to the privacy provisions, except for Agreement Section 4.4.2, which shall only apply to Business Associate notwithstanding the requirements in this Agreement 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. Business Associate also agrees to consult with TennCare about any mitigation efforts.

2.7 Reporting of Violations and Reasonably Suspected 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, or upon reasonable suspicion, of any use or disclosure or reasonably suspected use or disclosure of PHI in violation of, or otherwise not provided by, this Agreement. Business Associate shall make its report to Covered Entity immediately upon becoming aware of any use or disclosure or reasonably suspected use or disclosure of PHI not provided by this Agreement, and in no case shall the Business Associate take longer than twenty-four (24) hours to report the discovery to Covered Entity. Reports shall be submitted as provided for in Agreement Section 3.5.

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 or a suspected Breach of Unsecured PHI immediately upon becoming aware or upon reasonable suspicion of the Breach, and in no case later than twenty-four (24) hours after becoming aware or upon reasonable suspicion. Notice shall be submitted as provided for in Agreement Section 3.5.

2.8.2 Business Associate shall cooperate with Covered Entity by timely providing the appropriate and necessary information to Covered Entity, as reasonably anticipated or otherwise requested by Covered Entity.

2.8.3 Covered Entity shall make the final determination on 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. In the event an Individual requests access to PHI and Business Associate's participation is necessary to comply with the request, Business Associate agrees to timely respond as further outlined below.

2.9.1 Requests Submitted to Covered Entity that Require Business Associate's Participation. Covered Entity shall forward to Business Associate in a timely manner any Individual's request for access to or a copy of the Individual's PHI, in any form the Individual chooses if the PHI is readily producible in that format.

2.9.2 Requests Submitted to Business Associate.

- (a) 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 to meet the requirements of 45 C.F.R. § 164.524.
- (b) 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 Business Associate, Business Associate will provide the requested copy to the Individual as specified in 2.9.3(a). If Business Associate provides copies of PHI to the Individual, it may charge a reasonable fee for the copies as permitted by applicable regulations. Business Associate is permitted to send to an Individual or Individual's designee unencrypted emails including Electronic PHI if the Individual requests it, provided Business Associate has advised the Individual of the associated risk and the Individual still chooses to receive the message by unencrypted email.
- (c) If Business Associate receives a request for PHI not in its possession and in the possession of 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 timely.

2.9.3 Timeframes for Response.

- (a) The Parties understand that if either Party receives a request for access to or copies of PHI from an Individual that the Party may complete with only its own onsite information, the time for providing a response to the Individual shall be no more than thirty (30) days, or a timeframe otherwise in compliance with 45 C.F.R. § 164.524. Business Associate shall also notify Covered Entity upon completion of the request.
- (b) If Covered Entity receives a request from an Individual for access to or copies of PHI, and requires information from Business Associate in addition to Covered Entity's onsite information to fulfill the request, Business Associate shall have no more than fifteen (15) days, from the date of Covered Entity's notice, to provide access or deliver such information to Covered Entity so that 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 responsible for responding to the Individual's request for access to or copies of PHI is unable to complete the response to the request in the required timeframe, the responsible 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 one (1) time for no more than thirty (30) additional days.

2.10 Individual's Request to Amend PHI. If Business Associate receives PHI from Covered Entity in a Designated Record Set and an Individual requests to amend PHI, 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. Business Associate shall make the amendment promptly in the time and manner designated by Covered Entity and shall notify Covered Entity upon completion. Business Associate shall have thirty (30) days from Covered Entity's notice to complete the amendment to the Individual's PHI.

2.11 Recording of Designated Disclosures of PHI. Business Associate shall document any and all disclosure(s) 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.

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

- (a) If Covered Entity directs Business Associate to provide an accounting of disclosures of the Individual's PHI directly to the Individual, Business Associate shall have sixty (60) days from the date of the Individual's request to provide access or deliver such information to the Individual or Individual's designee. Covered Entity shall provide notice to Business Associate in time to allow Business Associate a minimum of thirty (30) days to timely complete the Individual's request.
- (b) If Covered Entity elects to provide the accounting to the Individual, Business Associate shall have thirty (30) days from the date of Covered Entity's notice requesting information for the Accounting to Covered Entity so that Covered Entity may timely respond to the Individual within the sixty (60) day period.
- (c) If either Party is unable to complete the response to the request in the timeframes provided in 2.12(a) or 2.12(b), the Party to complete the response 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 to Individual or Individual's designee one (1) time 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 or Individual's designee without charge. The Parties may charge a reasonable, cost-based fee, for each subsequent request for an accounting by or regarding the same Individual if Individual or Individual Designee is provided notice and the opportunity to modify the request. Such charges shall not exceed any applicable State statutes or rules.

2.13 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. Reasonable efforts may include, but are not limited to, application of recognized industry standards on data minimization and retention privacy controls.

- 2.13.1 Business Associate represents to Covered Entity that all Business Associate's uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.
- 2.13.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure from Business Associate as the minimum necessary for the stated purpose.
- 2.13.3 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity. Properly maintaining PHI shall include, but is not limited to, use of reasonable efforts to timely deidentify or destroy PHI Business Associate receives that is irrelevant or unnecessary for the purposes of this Agreement and any State Contract(s).

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

2.15 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 of the Security Rule applicable to "Business Associates", as the term is defined in the Security Rule. In the case of any conflict, ambiguity, or discrepancies in language between this Agreement and the State Contract(s), this Agreement governs as to the applicable conflict, ambiguity, or discrepancies in language. If no conflict, ambiguity, or discrepancy in language exists, the State Contract governs.

3.2 Security Safeguards and Policies. Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule. 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 Covered Entity as required by the Security Rule. This includes specifically, but is not limited to, the utilization of technology commercially available to Business Associate to protect Covered Entity's PHI against any reasonably anticipated threats or hazards. 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, entities, programs, or applications, and devices access its computing systems and information storage, and that only authorized transactions are allowed. 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 or subcontractor to whom Business Associate provides Electronic PHI received from, maintained, or created for Covered Entity, or that carries out any duties for Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, shall execute a contract with Business Associate (or the appropriate equivalent if the agent is a government entity) that is substantially similar to this Agreement with no less stringent restrictions and conditions as the security provisions are in this Agreement, except for the provision in Section 4.4.2.

3.4 Reporting of Security Incidents. Business Associate shall track all Security Incidents as defined and as required by HIPAA and shall periodically report a summary of the Security Incidents as may be requested by Covered Entity. For the purposes of reporting, Covered Entity shall not consider as Security Incidents, external activities (e.g., port enumeration) 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. 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, Business Associate shall expediently notify Covered Entity's Privacy Officer of any related Security Incident immediately upon becoming aware or upon reasonable suspicion of any unauthorized acquisition, including but not limited to, the use, disclosure, modification, or destruction of PHI, by an employee or otherwise authorized or unauthorized user of its system.

3.4.1 Business Associate identifies the following key contact person(s) for all matters relating to this Agreement:

Sara C. Warner, J.D. Privacy Officer
710 James Robertson Pkwy, 5th Floor
Nashville, TN. 37243
Nashville, TN. 37243
Phone: 615-741-1969
Email: privacy.health@tn.gov

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

3.5 TennCare Contact for Privacy and Security Incident Notice. Notification for the purposes of Agreement Sections 2.7, 2.8 and 3.4 shall be made in writing immediately upon becoming aware, or upon reasonable suspicion, of the event. Written notice may be submitted via TennCare's privacy incident reporting form if accessible to Business Associate, email, certified mail, or overnight parcel to:

Division of TennCare
Attention: Privacy Office 310
Great Circle Rd.
Nashville, Tennessee 37243
Phone: (866) 797-9469
Email: Privacy.TennCare@tn.gov

3.6 Security Compliance Review upon Request. Business Associate shall provide its internal practices, books, records, and policies and procedures relating to the security of Electronic PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to Covered Entity or 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 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. 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 the State Contract(s), provided that such use or disclosure would not violate the Privacy and Security Rule if done by Covered Entity.

4.2 Business Associate Uses of PHI. Except as otherwise limited in this Agreement, Business Associate may disclose PHI as required for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are required by law and are also permitted by this Agreement and the State Contract(s). Nothing in this Agreement Section 4.2 permits, or should be construed as permitting, the Business Associate to use PHI for Marketing or Commercial Use.

4.3 Third Party Disclosure Confidentiality. If Business Associate discloses any PHI to a third party for a purpose permitted under 4.2, Business Associate agrees that it 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 PHI except as required by law or for the purpose for which it was disclosed; and (b) notify Business Associate of any instances where third party becomes aware that the confidentiality, integrity, and/or availability of the PHI is Breached.

4.4 Prohibited Uses and Disclosures. Nothing in this Agreement shall authorize Business Associate to share, use or disclose PHI via any form or medium for the purposes outlined in Agreement Subsections 4.4.1 through 4.4.4.

4.4.1 Marketing and Commercial Use. Business Associate shall not share, use, or disclose PHI for the purposes of selling, Marketing, or any Commercial Use, or for any purpose construed by Covered Entity as the selling, Marketing, or Commercial Use of TennCare Enrollee personal or financial information with affiliates or otherwise, even if such sharing would be permitted by federal or state laws.

4.4.2 Offshore Disclosure. Business Associate shall not share, use, or disclose PHI with any third party beyond the boundaries and jurisdiction of the United States without express written authorization from Covered Entity.

4.4.3 Genetic Information for Underwriting Purposes. Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes.

4.4.4 Other Uses and Disclosures Strictly Prohibited. Nothing in this Agreement shall permit Business Associate to share PHI with Business Associate's affiliates, contractors, subcontractors, or other third parties, except for the purposes of the State Contract(s) identified in the "LIST OF STATE CONTRACTS 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 Information by Business Associate, its subcontractors, its affiliates, or Contractors, other than the use permitted for the purposes of this Agreement, shall require express written authorization by Covered Entity, and a Business Associate Agreement or amendment as necessary. Activities which are prohibited include, but are not limited to, Marketing, 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 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 Business Associate complies with the obligations in Agreement Section 3.2 and this Agreement. 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.

4.7 Limitation on Permitted Uses and Disclosures. Business Associate will limit the uses and disclosures 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. Covered functions for purposes of this Agreement Section 4.7 shall include business planning and development, such as: conducting cost-management and planning-related analysis related to managing and operating Business Associate's functions; formulary development and administration; development and improvement of methods of payment or coverage policies; and 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. The listed covered functions shall only be permitted if PHI is not disclosed, and disclosure is not prohibited pursuant to any other provisions in this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

5.1 Notice of Privacy Practices. Covered Entity shall provide Business Associate with the Covered Entity's notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, as well as any changes to the notice of Privacy Practices. Notice may be provided via publication on TennCare's website.

5.2 Notice of Changes in Individual's Authorization for Access to 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 to 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 Agreement Sections 5.2 through 5.3 are 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 on the date of the last signatory, or on the signature date if all Parties sign on the same day, and shall terminate when all PHI, regardless of form, provided 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 mutually agree in writing that it is unfeasible to return or destroy PHI, Agreement Subsection 6.3.5 below applies.

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 any State Contracts 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. Nothing in Agreement Section 6.2 limits the State's ability to terminate the State Contract as permissible under the State Contract.

6.2.1 Upon Covered Entity's knowledge of a breach by Business Associate of the terms of this Agreement or any State Contract (s), 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. If Business Associate does not cure the breach or end the violation within the reasonable time following notice, as specified by Covered Entity, Covered Entity shall terminate this BAA; 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 Agreement Subsections 6.3.2 and 6.3.5, Business Associate shall 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 subcontractors or agents of Business Associate.

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

6.3.2 Agreement 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 Business Associate if the method of such archiving reasonably protects the continued privacy and security of such information and Business Associate obtains written approval at the time of archival from Covered Entity.

Otherwise, neither Business Associate nor its subcontractors and agents shall retain copies of TennCare Confidential Information including enrollee PHI, except as provided herein in Agreement Subsection 6.3.5.

6.3.3 The Parties agree to anticipate the return or the destruction of PHI and other 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. Business Associate shall notify Covered Entity whether it intends to return or destroy the PHI or Confidential Information with additional detail as requested by Covered Entity. In the event Business Associate determines that returning or destroying the PHI and other Confidential Information received by or created for Covered Entity at the end or other termination of the State Contract(s) 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, for the renewal or amendment of those same agreements, or for other unavoidable circumstances, the Parties contemplate that PHI and other Confidential Information of 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 Covered Entity at the conclusion of any State Contract(s), or otherwise make an express alternate agreement consistent with the provisions of Agreement Section 6.3 and its Subsections.

6.3.5 Upon written mutual agreement of the Parties that the return or destruction of PHI or Confidential Information 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 Amendment. The Parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate 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.

7.2 Survival. The respective rights and obligations of Business Associate under applicable confidentiality provisions and Agreement Sections 4 and its Subsections, and 6.3 and its Subsections, shall survive the termination or expiration of this Agreement.

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

7.4 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.

7.5 Notices and Communications. Except as specified in Agreement Section 3.5, 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 Agreement Section 7.6, 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 relating to Agreement Sections 2.7, 2.8 and 3.4 of this Agreement need only be reported to the Privacy Office pursuant to Agreement Section 3.5.

COVERED ENTITY:
Stephen Smith, Director
Division of TennCare
310 Great Circle Rd.
Nashville, TN 37243
Fax: (615) 253-5607

BUSINESS ASSOCIATE:
Sara C. Warner, J.D. Privacy Officer
710 James Robertson Pkwy, 5th Floor
Nashville, TN. 37243
Phone: 615-741-1969
Email: privacy.health@tn.gov

Tennessee Department of Health
Mick Williams, Security Officer
710 James Robertson Pkwy, 8th Floor
Nashville, TN. 37243
Phone: 615-741-0899
Email: security.health@tn.gov

All instructions, notices, consents, demands, or other communications shall be considered effectively given as follows: on the date of hand delivery; on the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing by first class mail postage prepaid; 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; or via electronic submission as approved or as directed by TennCare.

7.6 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. All such deliverables shall be considered effectively submitted upon receipt or recipient confirmation as may be required.

7.7 Strict Compliance. No failure by any Party to insist on 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 on strict compliance, exercise that option, enforce that right, or seek that remedy with respect to the 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.

7.8 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. If any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

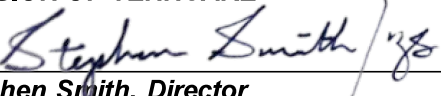
7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA and HITECH and without giving effect to principles of conflicts of law.

7.10 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 State Contract(s) referenced herein.

7.11 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 Electronic Signatures is valid as an executed Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement to be valid and enforceable from the latest dated signature set out below or on the date of signatures if both Parties sign on the same date:

DIVISION OF TENNCARE

By: 
Stephen Smith, Director

Date: 7/16/2026

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

BUSINESS ASSOCIATE

By: **Dr. John** Digitally signed by
R. Dunn ~~Dr. John R. Dunn~~
Date: 2026.07.15
18:41:47 -05'00'

Date: _____

Tennessee Department of Health

710 James Robertson Pkwy

Nashville, TN 37243
