



INTERAGENCY AGREEMENT SUMMARY

(Interagency Agreement between state agencies, including the University of Tennessee or Board of Regents colleges and universities)

Begin Date January 15, 2023	End Date January 14, 2026	Agency Tracking # 31865-00865	Edison ID 77362		
Contracting State Agency Name Department Of Health		Edison Supplier ID 000000051			
CFDA # 93.778					
Service Caption Immunization Data					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2023	\$52,554.00	\$157,662.00	\$0.00	\$0.00	\$210,216.00
2024	\$105,108.00	\$315,324.00	\$0.00	\$0.00	\$420,432.00
2025	\$105,108.00	\$315,324.00	\$0.00	\$0.00	\$420,432.00
2026	\$52,544.00	\$157,662.00	\$0.00	\$0.00	\$210,216.00
TOTAL:	\$315,324.00	\$945,972.00			\$1,261,296.00
<p>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.</p> <p style="font-size: 2em; margin-left: 20px;">Crystal G. Allen</p> <p style="font-size: 2em; margin-left: 20px;">Allen</p> <p style="margin-left: 20px; font-size: 0.8em;">Digitally signed by: Crystal G. Allen DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = Budget Date: 2022.12.29 10:26:01 -06'00'</p>				<p><i>CPO USE - IA</i></p>	
Speed Chart (optional)		Account Code (optional)			

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

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

WHEREAS, TDH, as a public health authority, collects and maintains statewide immunization information that helps health care providers and schools ensure Tennessee residents of all ages are properly immunized.

WHEREAS, TennCare desires to receive from TDH certain immunization data for its own Medicaid members for the purposes of internal health care operations as defined and permitted by HIPAA, including case management and care coordination ("Purpose").

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

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

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

NOW, THEREFORE, the parties agree as follows:

A. SCOPE OF SERVICES:

- A.1 TDH and TennCare shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2 TDH shall make available to TennCare immunization data for its members for purposes of data analysis and health care operations. The data shall be used to improve outcomes of TennCare programs and increase the quality of care to TennCare members. TennCare is permitted to share immunization data with authorized healthcare providers and TennCare contractors involved in the management of the Medicaid program including at a minimum: Managed Care Organizations, Dental Benefits Manager, and Pharmacy Benefits Manager. All TennCare contractors that will have access to data have existing

agreements with TennCare covering the confidentiality of data exchanged. TennCare is solely responsible for any and all dissemination of the data provided by TDH to TennCare (or to its trading partners, subcontractors or agents) under this Agreement to any other individual, organization or entity. If required by applicable laws and regulations, TennCare is solely responsible for obtaining any legally required permission and/or authorization from its member for use or release of any member-specific TDH data provided under this Agreement, beyond those outlined herein.

- A.3 TDH and TennCare shall work together to develop interoperability between TennCare and TDH systems for immunization data. Technical requirements including data matching and exchange protocols shall be documented in writing as mutually agreed upon by the parties.
- A.4 TDH shall only use the TennCare eligibility file for the purpose of matching immunization data for TennCare members. TennCare will make use of the immunization data only in accordance with the purposes outlined in this Agreement. TennCare and its data infrastructure partner teams will maintain appropriate internal data use, storage, management, access and administrative controls for all transferred data.
- A.5 TennCare and TDH shall ensure that all shared data is stored and accessed within the Continental United States. The parties shall ensure all shared data is encrypted at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-3 validated encryption technologies. Upon termination of this agreement and in consultation with each other, TennCare and TDH shall destroy all shared data they hold in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88 and provide a certificate of destruction to TDH upon request.

B. TERM OF AGREEMENT:

- B.1 This Contract shall be effective on January 15, 2023 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2 Renewal Options. This Agreement may be renewed upon satisfactory completion of the Term. The Procuring State Agency reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the Procuring State Agency, at the Procuring State Agency's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed beyond sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1 Maximum Liability. In no event shall the maximum liability of TennCare under this Agreement exceed One Million Two Hundred Sixty-One Thousand Hundred and Ninety-Six Dollars (\$1,261,296). The payment rates in Section C.3 shall constitute the entire

compensation due TDH for the goods delivered and accepted or for services performed and all of TDH's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by TDH.

- C.2. Compensation Firm. The payment rates and the maximum liability of TennCare under this Agreement are firm for the duration of the Agreement and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. TDH shall be compensated based on the payment rates herein for goods delivered and accepted or for units of service authorized by TennCare in a total amount not to exceed the Agreement Maximum Liability established in section C.1.
 - a. TDH's compensation shall be contingent upon the delivery and acceptance of goods that conform to specifications or the satisfactory completion of units, milestones, or increments of service defined in section A.

Milestone/Units	Amount
Ongoing monthly payments to begin upon Full Production Data Exchange in accordance with the Approved TennCare and TDH Design Specifications	Monthly payments of \$35,036

D. STANDARD TERMS AND CONDITIONS:

- D.1 Required Approvals. TennCare and TDH are not bound by this Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Agreement as to form and legality.
- D.2 Modification and Amendment. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Agreement.
- D.3 Termination for Convenience. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should TennCare exercise the option of terminating this Agreement for convenience, TDH shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized services completed as of the termination date. Should TDH exercise this provision, TennCare shall have no liability to TDH except for those goods delivered and accepted or those units of service that were satisfactorily completed by TDH.

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

The Procuring State Agency:

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

Tennessee Department of Health:
Dr. Caitlin Newhouse
Andrew Johnson Building, 3rd Floor
710 James Robertson Parkway
Nashville, TN 37243
Telephone:

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to a party ("Receiving Party") by the other party ("Disclosing Party") or acquired by the Receiving Party on behalf of the Disclosing Party shall be regarded as confidential information in accordance with the provisions of applicable state and federal laws, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Receiving Party to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

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

- c. Each party will sign documents, including but not limited to business associate agreements, as required the Privacy Rules and that are reasonably necessary to keep the parties in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive such information without entering into a business associate agreement or signing another such document.

E.4 Personally Identifiable Information. While performing its obligations under this Agreement, either party may have access to Personally Identifiable Information held by the other party ("PII"). For the purposes of this Agreement, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). The parties agree they shall not do or omit to do anything which would cause the other to be in breach of any Privacy Laws. Each party shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to it and in accordance with this Agreement, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Each party shall immediately notify the other: (1) of any disclosure or use of any PII by it or any of its employees, agents and representatives in breach of this Agreement; and (2) of any disclosure of any PII to a party or its employees, agents and representatives where the purpose of such disclosure is not known to it or its employees, agents and representatives. Each party reserves the right to review the other's policies and procedures used to maintain the security and confidentiality of PII and shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the other party to enable it to verify and/or procure that it is in full compliance with its obligations under this Agreement in relation to PII. Upon termination or expiration of the Agreement or at the direction of one party at any time in its sole discretion, whichever is earlier, the other party shall immediately return any and all PII which it has received under this Agreement and shall destroy all records of such PII.

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

at law.

E.5 Change Order. The Parties may, at their sole discretion and with written notice to the other, request changes in the Scope that are necessary but were inadvertently unspecified in this Agreement.

a. Change Order Creation-After receipt of a written request for additional services, the other Party shall respond, within a maximum of ten (10) business days, with a written proposal for completing the service. The proposal must specify:

- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Agreement;
- (2) the specific effort involved in completing the change(s);
- (3) the expected schedule for completing the change(s);
- (4) the maximum number of person hours required for the change(s); and
- (5) the maximum cost for the change(s)- this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

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

IN WITNESS WHEREOF,

**Morgan McDonald MD,
FACP, FAAP**

Digitally signed by Morgan McDonald MD, FACP, FAAP
DN: cn=Morgan McDonald MD, FACP, FAAP, o, ou,
email=lindsay.r.oliveras@tn.gov, c=US
Date: 2023.01.04 15:18:16 -06'00'

CONTRACTING STATE AGENCY'S SIGNATURE

DATE

MORGAN MCDONALD, MD, FACP, FAAP, COMMISSIONER

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

PROCURING STATE AGENCY SIGNATURE

DATE

Jim Bryson / JB

1/9/2023

JIM BRYSON, COMMISSIONER

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)