GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00907		65326	6

Contractor Legal Entity Name	Edison Vendor ID
Vanderbilt University Medical Center	0000006442

Amendment Purpose & Effect(s)

FY24 Budget Revision incorporating carryover funds into Budget A.4-page 1

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** December 31, 2024

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$0.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020		$187,678.91			$187,678.91
2021		$434,531.09			$434,531.09
2022		$1,259,552.45			$1,259,552.45
2023		$1,259,552.45			$1,259,552.45
2024		$851,950.64			$851,950.64
TOTAL:		**$3,993,265.54**			**$3,993,265.54**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Crystal Allen

Digitally signed by: Crystal Allen
DN: CN = Crystal Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = Budget
Date: 2024.03.27 12:53:01 -05'00'

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT #6
OF GRANT CONTRACT 65326
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
VANDERBILT UNIVERSITY MEDICAL CENTER

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

1. Grant Contract Attachment A.4 is deleted in its entirety and replaced with new Attachment A.4 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

VANDERBILT UNIVERSITY MEDICAL CENTER:

John Plummer (Apr 2, 2024 13:34 CDT)

GRANTEE SIGNATURE **DATE**

John Plummer, Director, OSP- Contracts Management

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

Jim Bryson / JS 4/12/2024

JIM BRYSON, COMMISSIONER **DATE**

ATTACHMENT A.4

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: January 1, 2023 END: December 31, 2024				
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
1, 2	Salaries, Benefits & Taxes	**$716,128.38**	**$0.00**	**$716,128.38**
4, 15	Professional Fees/Grant & Awards [2]	**$7,900.00**	**$0.00**	**$7,900.00**
5, 6, 7, 8, 9 & 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	**$104,000.00**	**$0.00**	**$104,000.00**
11, 12	Travel / Conferences & Meetings	**$11,000.00**	**$0.00**	**$11,000.00**
13	Interest [2]	**$0.00**	**$0.00**	**$0.00**
14	Insurance	**$0.00**	**$0.00**	**$0.00**
16	Specific Assistance to Individuals	**$204,000.00**	**$0.00**	**$204,000.00**
17	Depreciation [2]	**$0.00**	**$0.00**	**$0.00**
18	Other Non-Personnel [2]	**$77,350.00**	**$0.00**	**$77,350.00**
20	Capital Purchase [2]	**$0.00**	**$0.00**	**$0.00**
22	Indirect Cost	**$112,037.84**	**$0.00**	**$112,037.84**
24	In-Kind Expense	**$0.00**	**$0.00**	**$0.00**
25	**GRAND TOTAL**	**$1,232,416.22**	**$0.00**	**$1,232,416.22**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo).

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

ATTACHMENT A.4

GRANT BUDGET LINE-ITEM DETAIL:

The following grant budget line items shall be drawn down from Implementation Funds.

SALARIES BENEFITS & TAXES	AMOUNT
Director (Principal Investigator)	$40,740.00
Obstetric Lead (Medical Director)	$40,740.00
Clinic Director	$80,000.00
Data Analyst	$59,192.69
Director of Operations	$16,745.47
Fringe Benefits	$54,588.95
TOTAL	$292,007.11

PROFESSIONAL FEES/GRANT AWARDS	AMOUNT
Stakeholder Advisory Board	$4,500.00
Psychiatric Support for Staff	$3,400.00
TOTAL	$7,900.00

OTHER NON-PERSONNEL	AMOUNT
Beneficiary Incentive Program	$17,850.00
TOTAL	$17,850.00

The following grant budget line items shall be drawn down from Milestone Funds.

SALARIES BENEFITS & TAXES	AMOUNT
Program Manager	$60,000.00
Fringe Benefits	$15,960.00
TOTAL	$75,960.00

SUPPLIES, TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATIONS	AMOUNT
Graduation Ceremony Supplies	$10,000.00
Yearly Picnic Supplies	$10,000.00
Firefly Summer Camp Supplies	$66,724.00
Mobile Phones	$8,276.00
Sleep Sacks	$5,000.00
External Marketing Materials	$4,000.00
TOTAL	$104,000.00

TRAVEL/CONFERENCES & MEETINGS	AMOUNT
Conference and Training-Related Travel (airfare, hotel, per diem)	$11,000.00
TOTAL	$11,000.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Childcare Incentive Program	$204,000.00
TOTAL	$204,000.00

OTHER NON-PERSONNEL	AMOUNT
Professional Development	$10,500.00
Continuing Education	$22,000.00
Interdisciplinary Meetings	$10,000.00
Firefly Alumni Group	$5,000.00
Internal VUMC Symposium	$12,000.00
TOTAL	$59,500.00

ATTACHMENT A.4

The following grant budget line items shall be drawn down from Implementation Funds issued in FY2023. Any funds remaining from the period of January 1, 2022 to December 31, 2022 from the line Item Detail in Attachment A.3, shall become carryover funds during the current budget period as approved by CMS.

SALARIES BENEFITS & TAXES	AMOUNT
Pediatric Lead	$21,001.19
Psychiatry Lead	$22,407.00
QI/Epic Lead	$20,370.00
Associate Medical Director	$5,092.50
Obstetrician/Addiction Medicine Core Faculty	$5,092.50
Early Infant Development Lead	$5,187.50
Team Hope Clinical Lead	$10,041.78
Consulting Psychiatrist	$8,804.95
Associate Data Analyst	$53,560.00
Budget Coordinator	$53,560.00
Social Worker	$12,501.40
Peer Recovery Specialist (x2)	$13,317.20
Admissions Coordinator	$52,701.17
Fringe Benefits	$64,524.08
TOTAL	$348,161.27

INDIRECT COST	AMOUNT
Indirect Cost	$32,304.31
TOTAL	$32,304.31

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00907		65326	5

Contractor Legal Entity Name	Edison Vendor ID
Vanderbilt University Medical Center	0000006442

Amendment Purpose & Effect(s)

Budget Revision Above the 20% Threshold

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** December 31, 2024

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$0.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020		$187,678.91			$187,678.91
2021		$434,531.09			$434,531.09
2022		$1,259,552.45			$1,259,552.45
2023		$1,259,552.45			$1,259,552.45
2024		$851,950.64			$851,950.64
TOTAL:		**$3,993,265.54**			**$3,993,265.54**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Crystal G. Allen

Digitally signed by: Crystal G. Allen
DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = Budget
Date: 2023.10.10 14:28:34 -06'00'

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT #5
OF GRANT CONTRACT 65326
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
VANDERBILT UNIVERSITY MEDICAL CENTER

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

1. Grant Contract Attachment A.4 is deleted in its entirety and replaced with new Attachment A.4 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

VANDERBILT UNIVERSITY MEDICAL CENTER:

John Plummer (Oct 30, 2023 15:06 CDT)

GRANTEE SIGNATURE **DATE**

John Plummer, Director, OSP- Contracts Management

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

Jim Bryson / 38 10-31-2023

JIM BRYSON, COMMISSIONER **DATE**

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: January 1, 2023 END: December 31, 2023				
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
1, 2	Salaries, Benefits & Taxes	**$367,967.11**	**$0.00**	**$367,967.11**
4, 15	Professional Fees/Grant & Awards [2]	**$7,900.00**	**$0.00**	**$7,900.00**
5, 6, 7, 8, 9 & 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	**$104,000.00**	**$0.00**	**$104,000.00**
11, 12	Travel / Conferences & Meetings	**$11,000.00**	**$0.00**	**$11,000.00**
13	Interest [2]	**$0.00**	**$0.00**	**$0.00**
14	Insurance	**$0.00**	**$0.00**	**$0.00**
16	Specific Assistance to Individuals	**$204,000.00**	**$0.00**	**$204,000.00**
17	Depreciation [2]	**$0.00**	**$0.00**	**$0.00**
18	Other Non-Personnel [2]	**$77,350.00**	**$0.00**	**$77,350.00**
20	Capital Purchase [2]	**$0.00**	**$0.00**	**$0.00**
22	Indirect Cost	**$79,733.53**	**$0.00**	**$79,733.53**
24	In-Kind Expense	**$0.00**	**$0.00**	**$0.00**
25	**GRAND TOTAL**	**$851,950.64**	**$0.00**	**$851,950.64**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo).

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

GRANT BUDGET LINE-ITEM DETAIL:

The following grant budget line items shall be drawn down from Implementation Funds.

SALARIES BENEFITS & TAXES	AMOUNT
Director (Principal Investigator)	$40,740.00
Obstetric Lead (Medical Director)	$40,740.00
Clinic Director	$80,000.00
Data Analyst	$59,192.69
Director of Operations	$16,745.47
Fringe Benefits	$54,588.95
TOTAL	$292,007.11

PROFESSIONAL FEES/GRANT AWARDS	AMOUNT
Stakeholder Advisory Board	$4,500.00
Psychiatric Support for Staff	$3,400.00
TOTAL	$7,900.00

OTHER NON-PERSONNEL	AMOUNT
Beneficiary Incentive Program	$17,850.00
TOTAL	$17,850.00

The following grant budget line items shall be drawn down from Milestone Funds.

SALARIES BENEFITS & TAXES	AMOUNT
Program Manager	$60,000.00
Fringe Benefits	$15,960.00
TOTAL	$75,960.00

SUPPLIES, TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATIONS	AMOUNT
Graduation Ceremony Supplies	$10,000.00
Yearly Picnic Supplies	$10,000.00
Firefly Summer Camp Supplies	$66,724.00
Mobile Phones	$8,276.00
Sleep Sacks	$5,000.00
External Marketing Materials	$4,000.00
TOTAL	$104,000.00

TRAVEL/CONFERENCES & MEETINGS	AMOUNT
Conference and Training-Related Travel (airfare, hotel, per diem)	$11,000.00
TOTAL	$11,000.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Childcare Incentive Program	$204,000.00
TOTAL	$204,000.00

OTHER NON-PERSONNEL	AMOUNT
Professional Development	$10,500.00
Continuing Education	$22,000.00
Interdisciplinary Meetings	$10,000.00
Firefly Alumni Group	$5,000.00
Internal VUMC Symposium	$12,000.00
TOTAL	$59,500.00

ATTACHMENT A.4

The following grant budget line items shall be drawn down from Implementation Funds issued in FY2023. Any funds remaining from the period of January 1, 2022 to December 31, 2022 from the line Item Detail in Attachment A.3, shall become carryover funds during the current budget period as approved by CMS.

SALARIES BENEFITS & TAXES	AMOUNT
Pediatric Lead	$21,001.19
Psychiatry Lead	$22,407.00
QI/Epic Lead	$20,370.00
Associate Medical Director	$5,092.50
Obstetrician/Addiction Medicine Core Faculty	$5,092.50
Early Infant Development Lead	$5,187.50
Team Hope Clinical Lead	$10,041.78
Consulting Psychiatrist	$8,804.95
Associate Data Analyst	$53,560.00
Budget Coordinator	$53,560.00
Social Worker	$12,501.40
Peer Recovery Specialist (x2)	$13,317.20
Admissions Coordinator	$52,701.17
Fringe Benefits	$64,524.08
TOTAL	$348,161.27

INDIRECT COST	AMOUNT
Indirect Cost	$32,304.31
TOTAL	$32,304.31

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00907		65326	4

Contractor Legal Entity Name	Edison Vendor ID
Vanderbilt University Medical Center	0000006442

Amendment Purpose & Effect(s)

Add Approved Grant Funding

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** December 31, 2024

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 851,950.64**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020		$187,678.91			$187,678.91
2021		$434,531.09			$434,531.09
2022		$1,259,552.45			$1,259,552.45
2023		$1,259,552.45			$1,259,552.45
2024		$851,950.64			$851,950.64
TOTAL:		**$3,993,265.54**			**$3,993,265.54**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Crystal G. Allen

Digitally signed by: Crystal G. Allen
DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = Budget
Date: 2023.04.05 14:26:30 -06'00'

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT #4
OF GRANT CONTRACT 65326
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
VANDERBILT UNIVERSITY MEDICAL CENTER

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

1. Grant Contract Section C.1. is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Million Nine Hundred Ninety-Three Thousand Two Hundred Sixty-Five Dollars and Fifty-Four Cents ($3,993,265.54) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, A.1, A.3, and A.4 shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract section A.6 is deleted in its entirety and replaced with the following:

   A.6. From January 1, 2023 until December 31, 2023 (Year 4), the Grantee shall meet the Following performance milestones. The Grantee shall communicate with the state on all milestones and seek verbal and/or written approval.

      i. Launch Centers of Medicare & Medicaid Innovation (CMMI) Model with enhanced services as in Attachment A
      ii. Continue to engage with internal and external stakeholders at minimum on a quarterly basis
      iii. Report enrollment and outcome data for the model at the request of TennCare, CMS, or as mutually agreed upon in writing by all parties.

         a. Maternal enrollment, retention, receipt of services including medications for opioid use disorder
         b. Infant diagnosis of Neonatal Abstinence Syndrome (NAS), need for medication for withdrawal, length of treatment, length of stay
            Postpartum outcomes for infants including connection and receipt of addiction treatment, home nurse visitation and medical follow-up in the first year postpartum

3. The following is added as Grant Contract Section A.16:

   A.16. The Grantee shall design and begin implementation of a childcare assistance program for MOM beneficiaries, which may include establishing Memoranda of Understanding with childcare facilities within the vicinity of MOM Model services.

4. Grant Contract Attachment A.4 is attached hereto as a new attachment

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

VANDERBILT UNIVERSITY MEDICAL CENTER:

John Plummer (May 1, 2023 15:50 CDT)

GRANTEE SIGNATURE **DATE**

John Plummer, Director, OSP- Contracts Management

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

Jim Bryson / ZS 5/8/2023

JIM BRYSON, COMMISSIONER **DATE**

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: January 1, 2023 END: December 31, 2023				
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
1, 2	Salaries, Benefits & Taxes	**$367,967.11**	**$0.00**	**$367,967.11**
4, 15	Professional Fees/Grant & Awards [2]	**$7,900.00**	**$0.00**	**$7,900.00**
5, 6, 7, 8, 9 & 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	**$104,000.00**	**$0.00**	**$104,000.00**
11, 12	Travel / Conferences & Meetings	**$11,000.00**	**$0.00**	**$11,000.00**
13	Interest [2]	**$0.00**	**$0.00**	**$0.00**
14	Insurance	**$0.00**	**$0.00**	**$0.00**
16	Specific Assistance to Individuals	**$204,000.00**	**$0.00**	**$204,000.00**
17	Depreciation [2]	**$0.00**	**$0.00**	**$0.00**
18	Other Non-Personnel [2]	**$77,350.00**	**$0.00**	**$77,350.00**
20	Capital Purchase [2]	**$0.00**	**$0.00**	**$0.00**
22	Indirect Cost	**$79,733.53**	**$0.00**	**$79,733.53**
24	In-Kind Expense	**$0.00**	**$0.00**	**$0.00**
25	**GRAND TOTAL**	**$851,950.64**	**$0.00**	**$851,950.64**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo).

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

GRANT BUDGET LINE-ITEM DETAIL:

The following grant budget line items shall be drawn down from Implementation Funds.

SALARIES BENEFITS & TAXES	AMOUNT
Director (Principal Investigator)	$40,740.00
Obstetric Lead (Medical Director)	$40,740.00
Clinic Director	$80,000.00
Data Analyst	$59,192.69
Director of Operations	$16,745.47
Fringe Benefits	$54,588.95
TOTAL	$292,007.11

PROFESSIONAL FEES/GRANT AWARDS	AMOUNT
Stakeholder Advisory Board	$4,500.00
Psychiatric Support for Staff	$3,400.00
TOTAL	$7,900.00

OTHER NON-PERSONNEL	AMOUNT
Beneficiary Incentive Program	$17,850.00
TOTAL	$17,850.00

The following grant budget line items shall be drawn down from Milestone Funds.

SALARIES BENEFITS & TAXES	AMOUNT
Program Manager	$60,000.00
Fringe Benefits	$15,960.00
TOTAL	$75,960.00

SUPPLIES, TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATIONS	AMOUNT
Graduation Ceremony Supplies	$10,000.00
Yearly Picnic Supplies	$10,000.00
Firefly Summer Camp Supplies	$75,000.00
Sleep Sacks	$5,000.00
External Marketing Materials	$4,000.00
TOTAL	$104,000.00

TRAVEL/CONFERENCES & MEETINGS	AMOUNT
Conference and Training-Related Travel (airfare, hotel, per diem)	$11,000.00
TOTAL	$11,000.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Childcare Incentive Program	$204,000.00
TOTAL	$204,000.00

OTHER NON-PERSONNEL	AMOUNT
Professional Development	$10,500.00
Continuing Education	$22,000.00
Interdisciplinary Meetings	$10,000.00
Firefly Alumni Group	$5,000.00
Internal VUMC Symposium	$12,000.00
TOTAL	$59,500.00

ATTACHMENT A.4

The following grant budget line items shall be drawn down from Implementation Funds issued in FY2023. Any funds remaining from the period of January 1, 2022 to December 31, 2022 from the line Item Detail in Attachment A.3, shall become carryover funds during the current budget period as approved by CMS.

SALARIES BENEFITS & TAXES	AMOUNT
Pediatric Lead	$21,001.19
Psychiatry Lead	$22,407.00
QI/Epic Lead	$20,370.00
Associate Medical Director	$5,092.50
Obstetrician/Addiction Medicine Core Faculty	$5,092.50
Early Infant Development Lead	$5,187.50
Team Hope Clinical Lead	$10,041.78
Consulting Psychiatrist	$8,804.95
Associate Data Analyst	$53,560.00
Budget Coordinator	$53,560.00
Social Worker	$12,501.40
Peer Recovery Specialist (x2)	$13,317.20
Admissions Coordinator	$52,701.17
Fringe Benefits	$64,524.08
TOTAL	$348,161.27

INDIRECT COST	AMOUNT
Indirect Cost	$32,304.31
TOTAL	$32,304.31

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00907		65326	3

Contractor Legal Entity Name	Edison Vendor ID
Vanderbilt University Medical Center	0000006442

Amendment Purpose & Effect(s)

Grant Budget Revision

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** December 31, 2024

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020		$187,678.91			$187,678.91
2021		$434,531.09			$434,531.09
2022		$1,259,552.45			$1,259,552.45
2023		$1,259,552.90			$1,259,552.45
TOTAL:		**$3,141,314.90**			**$3,141,314.90**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Crystal G. Allen

Digitally signed by: Crystal G. Allen
DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = TennCare/ Budget
Date: 2022.12.01 16:05:02 -06'00'

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT #3
OF GRANT CONTRACT 65326
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
VANDERBILT UNIVERSITY MEDICAL CENTER

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

1. Grant Contract Attachment A.3 is deleted in its entirety and replaced with new Attachment A.3, attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Read and Acknowledged by: 12/6/22
Principal Investigator: Stephen Patrick

VANDERBILT UNIVERSITY MEDICAL CENTER:

Libby D Salberg 12/9/2022

GRANTEE SIGNATURE **DATE**

Libby D. Salberg, Director, Office of Contracts Management

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

Jim Bryson/zz 12/12/2022

JIM BRYSON, COMMISSIONER **DATE**

ATTACHMENT A.3

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: January 1, 2022 END: December 31, 2022				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	$968,555.89	$0.00	$968,555.89
4, 15	Professional Fees/Grant & Awards [2]	$23,955.00	$0.00	$23,955.00
5, 6, 7, 8, 9 & 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$18,086.36	$0.00	$18,086.36
11, 12	Travel / Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance to Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$24,550.00	$0.00	$24,550.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$103,514.65	$0.00	$103,514.65
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$1,138,661.90	$0.00	$1,138,661.90

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo).

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

ATTACHMENT A.3

GRANT BUDGET LINE-ITEM DETAIL:

The following grant budget line items shall be drawn down from Implementation Funds.

SALARIES BENEFITS & TAXES	AMOUNT
Director (Principal Investigator) 10% FTE	$19,930.00
Addiction Medicine Lead 8% FTE	$15,678.00
Pediatric Lead 8% FTE	$12,671.20
Obstetric Lead 10% FTE	$19,930.00
Development Lead 10% FTE	$5,187.50
Senior Program Manager 80% FTE	$63,145.00
Program Manager 30% FTE	$16,068.00
Associate Program Manager 30% FTE	$11,451.00
QI/Epic Lead 8% FTE	$15,678.00
Team Hope Clinical Lead 8% FTE	$7,573.60
Data Analyst 20% FTE	$21,250.00
Child Welfare Analyst 5% FTE	$3,357.00
Clinic Manager 100% FTE	$70,350.00
Operations Engineer 75% FTE	$63,294.00
Program Manager 100% FTE	$53,560.00
Fringe Benefits	$93,915.12
TOTAL	$493,305.02

PROFESSIONAL FEES/GRANT AWARDS	AMOUNT
Stakeholder Advisory Board	$3,600.00
External Marketing for Firefly	$4,000.00
Psychiatric Support for Staff	$5,000.00
Commission on the Accreditation of Rehabilitation Facilities (CARF) Accreditation	$11,355.00
TOTAL	$23,955.00

ATTACHMENT A.3

SUPPLIES, TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATIONS	AMOUNT
Supplies for IOP Sessions	$400.00
Other Office Supplies	$6,267.92
Mobile Phones	$7,018.44
Materials for Program Graduation	$1,400.00
Marketing Materials	$3,000.00
TOTAL	$18,086.36

OTHER NON-PERSONNEL	AMOUNT
Beneficiary Incentive Program	$17,850.00
Cleaning Costs for Intensive Outpatient Program	$3,200.00
Professional Development	$3,500.00
TOTAL	$24,550.00

The following grant budget line items shall be drawn down from Transition Funds until July 1, 2022.

SALARIES BENEFITS & TAXES	AMOUNT
Social Worker 38% FTE (x 3)	$71,257.98
Associate Program Manager 85% FTE	$32,810.00
Lactation Consultant 85% FTE	$73,234.30
Peer Recovery Specialist 85% FTE (x 7)	$198,093.35
Fringe Benefits	$99,855.24
TOTAL	$475,250.87

ATTACHMENT A.3

The following grant budget line items shall be drawn down from Transition Funds for the period July 1, 2022 to December 31, 2022. Any funds remaining from the period of January 1, 2022 to June 30, 2022 from the Line Item Detail in Attachment A.3, aside from those specified below, shall become carryover funds during the subsequent budget period, pending CMS approval.

SALARIES BENEFITS & TAXES	AMOUNT
Social Worker 20% FTE (x 3)	$10,551.00
Associate Program Manager 85% FTE	$6,507.00
Lactation Consultant 20% FTE	$12,150.00
Peer Recovery Specialist 20% FTE (x 2)	$10,588.00
Indirect Cost (10%)	$3,980.00
TOTAL	$43,775.00

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00907		65326	2

Contractor Legal Entity Name	Edison Vendor ID
Vanderbilt University Medical Center	0000006442

Amendment Purpose & Effect(s)

Add Approved Grant Funding

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** December 31, 2024

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 1,138,661.90**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020		$187,678.91			$187,678.91
2021		$434,531.09			$434,531.09
2022		$1,259,552.45			$1,259,552.45
2023		$1,259,552.90			$1,259,552.45
TOTAL:					**$3,141,314.90.00**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Crystal G. Allen

Digitally signed by: Crystal G. Allen
DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = TennCare/ Budget
Date: 2022.06.07 16:08:58 -06'00'

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT #2
OF GRANT CONTRACT 65326
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
VANDERBILT UNIVERSITY MEDICAL CENTER

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

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Million One Hundred Forty-One Thousand Three Hundred Fourteen dollars and Ninety cents ($3,141,314.90) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, A.1, and A.3, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract section A.6 is deleted in its entirety and replaced with the following:

   A.6. From January 1, 2022 until December 31, 2022 (Year 3), the Grantee shall meet the Following performance milestones. The Grantee shall communicate with the state on all milestones and seek verbal and/or written approval.

      i. Launch Centers of Medicare & Medicaid Innovation (CMMI) Model with enhanced services as in Attachment A
      ii. Continue to engage with internal and external stakeholders at minim um on a quarterly basis
      iii. Report enrollment and outcome data for the model at the request of TennCare, CMS, or as mutually agreed upon in writing by all parties.

         a. Maternal enrollment, retention, receipt of services including medications for opioid use disorder
         b. Infant diagnosis of Neonatal Abstinence Syndrome (NAS), need for medication for withdrawal, length of treatment, length of stay
            Postpartum outcomes for infants including connection and receipt of addiction treatment, home nurse visitation and medical follow-up in the first year postpartum

3. Grant Contract Attachment A.3 is attached hereto as a new attachment

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

VANDERBILT UNIVERSITY MEDICAL CENTER:

6/7/2022

Libby D. Salberg **DATE**

Libby D. Salberg Director, Office of Contracts Management

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

Jim Bryson Digitally signed by Jim Bryson
Date: 2022.06.08 15:51:45 -05'00'

JIM BRYSON, COMMISSIONER **DATE**

Read and Acknowledged by:

Principal Investigator: Stephen Patrick

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: January 1, 2022 END: December 31, 2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	$968,555.89	$0.00	$968,555.89
4, 15	Professional Fees/Grant & Awards [2]	$23,955.00	$0.00	$23,955.00
5, 6, 7, 8, 9 & 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$18,086.36	$0.00	$18,086.36
11, 12	Travel / Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance to Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$24,550.00	$0.00	$24,550.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$103,514.65	$0.00	$103,514.65
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$1,138,661.90	$0.00	$1,138,661.90

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo).

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

GRANT BUDGET LINE-ITEM DETAIL:

The following grant budget line items shall be drawn down from Implementation Funds.

SALARIES BENEFITS & TAXES	AMOUNT
Director (Principal Investigator) 10% FTE	$19,930.00
Addiction Medicine Lead 8% FTE	$15,678.00
Pediatric Lead 8% FTE	$12,671.20
Obstetric Lead 10% FTE	$19,930.00
Development Lead 10% FTE	$5,187.50
Senior Program Manager 80% FTE	$63,145.00
Program Manager 30% FTE	$16,068.00
Associate Program Manager 30% FTE	$11,451.00
QI/Epic Lead 8% FTE	$15,678.00
Team Hope Clinical Lead 8% FTE	$7,573.60
Data Analyst 20% FTE	$21,250.00
Child Welfare Analyst 5% FTE	$3,357.00
Clinic Manager 100% FTE	$70,350.00
Operations Engineer 75% FTE	$63,294.00
Program Manager 100% FTE	$53,560.00
Fringe Benefits	$93,915.12
TOTAL	$493,305.02

PROFESSIONAL FEES/GRANT AWARDS	AMOUNT
Stakeholder Advisory Board	$3,600.00
External Marketing for Firefly	$4,000.00
Psychiatric Support for Staff	$5,000.00
Commission on the Accreditation of Rehabilitation Facilities (CARF) Accreditation	$11,355.00
TOTAL	$23,955.00

SUPPLIES, TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATIONS	AMOUNT

Supplies for IOP Sessions	$400.00
Other Office Supplies	$6,267.92
Mobile Phones	$7,018.44
Materials for Program Graduation	$1,400.00
Marketing Materials	$3,000.00
TOTAL	$18,086.36

OTHER NON-PERSONNEL	**AMOUNT**
Beneficiary Incentive Program	$17,850.00
Cleaning Costs for Intensive Outpatient Program	$3,200.00
Professional Development	$3,500.00
TOTAL	$24,550.00

The following grant budget line items shall be drawn down from Transition Funds.

SALARIES BENEFITS & TAXES	**AMOUNT**
Social Worker 38% FTE (x 3)	$71,257.98
Associate Program Manager 85% FTE	$32,810.00
Lactation Consultant 85% FTE	$73,234.30
Peer Recovery Specialist 85% FTE (x 7)	$198,093.35
Fringe Benefits	$99,855.24
TOTAL	$475,250.87

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00907		65326	1

Contractor Legal Entity Name	Edison Vendor ID
Vanderbilt University Medical Center	0000006442

Amendment Purpose & Effect(s)

Add Approved Grant Funding

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** December 31, 2024

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 1,380,443.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020		$187,678.91			$187,678.91
2021		$434,531.09			$434,531.09
2022		$690,221.50			$690,221.50
2023		$690,221.50			$690,221.50
TOTAL:		**$2,002,653.00**			**$2,002,653.00**

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.

Butch Eley

Digitally signed by Butch Eley
DN: cn=Butch Eley, o=Finance & Administration, ou=Commissoner, email=butch.eley@tn.gov, c=US
Date: 2021.02.16 16:49:45 -06'00'

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT #1
OF GRANT CONTRACT 65326
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
VANDERBILT UNIVERSITY MEDICAL CENTER

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

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Million Two Thousand Six Hundred Fifty-Three Dollars ($2,002,653.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A & A.1, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract Attachment A.1 attached hereto is added as a new attachment.

3. Grant Contract section A.6 is deleted in its entirety and replaced with the following:

A.6. From January 1, 2021 until December 31, 2021 (Year 2), the Grantee shall meet the following performance milestones. The Grantee shall communicate with the state on all milestones and seek verbal and/or written approval.

i. Launch Centers of Medicare & Medicaid Innovation (CMMI) Model with enhanced services as in Attachment A
ii. Continue to engage with internal and external stakeholders at minimum on a quarterly basis
iii. Report enrollment and outcome data for the model at the request of TennCare, CMS, or as mutually agreed upon in writing by all parties.

    a. Maternal enrollment, retention, receipt of services including medications for opioid use disorder
    b. Infant diagnosis of Neonatal Abstinence Syndrome (NAS), need for medication for withdrawal, length of treatment, length of stay
    Postpartum outcomes for infants including connection and receipt of addiction treatment, home nurse visitation and medical follow-up in the first year postpartum

iv. Enrollment and engagement data on MOM Model beneficiaries submitted quarterly to CMS shall serve as the basis for the calculation and release of the restricted Transition funding to the state. The total Year 2 budget may be less than the amount noted within Attachment A if Vanderbilt does not enroll and engage the number of MOM Model beneficiaries estimated in the Year 2 Non-Competing Continuation Application approved by CMS.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

VANDERBILT UNIVERSITY MEDICAL CENTER:

RM Libby Salberg Digitally signed by Libby Salberg Date: 2021.02.12 11:36:15 -06'00' February 12, 2021

GRANTEE SIGNATURE **DATE**

Libby D Salberg, Director, Office of Contracts Management

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

Butch Eley Digitally signed by Butch Eley DN: cn=Butch Eley, o=Finance & Administration, ou=Commissoner, email=butch.eley@tn.gov, c=US Date: 2021.02.16 16:50:16 -06'00' 02/16/2021

BUTCH ELEY, COMMISSIONER **DATE**

Read and acknowledged by: _____ 2/4/21
Stephen Patrick, MD, MPH Date

ATTACHMENT A.1

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: January 1, 2021 END: December 31, 2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	$1,186,148.00	$0.00	$1,186,148.00
4, 15	Professional Fees/Grant & Awards [2]	$4,800.00	$0.00	$4,800.00
5, 6, 7, 8, 9 & 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel / Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance to Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$64,000.00	$0.00	$64,000.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$125,495.00	$0.00	$125,495.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$1,380,443.00	$0.00	$1,380,443.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo). 2 Applicable detail follows this page if line-item is funded.

ATTACHMENT A.1

GRANT BUDGET LINE-ITEM DETAIL:

The following grant budget line items shall be drawn down from Implementation Funds.

SALARIES BENEFITS & TAXES	AMOUNT
Director (Principle Investigator) 20% FTE	$39,460.00
Addiction Medicine Lead 8% FTE	$15,208.73
Pediatric Lead 10% FTE	$17,898.08
Obstetric Lead 20% FTE	$39,460.00
Development Lead 5% FTE	$9,865.00
Senior Program Manager 40% FTE	$27,740.07
Program Manager 100% FTE	$53,858.50
Associate Program Manager 50% FTE	$19.181.96
QI/Epic Lead 10% FTE	$19,680.68
Team Hope Clinical Lead 10% FTE (Q1/Q2); 20% FTE (Q3/Q4)	$14,455.60
Data Analyst 25% FTE	$26,712.66
Child Welfare Analyst 20% FTE	$13,498.27
Clinic Manager 100% FTE	$51,520.10
Operations Engineer 100% FTE	$66,976.13
Fringe Benefits	$88,833.97
TOTAL	$504,329.75

PROFESSIONAL FEES/GRANT AWARDS	$4,800.00
Stakeholder Advisory Board	$4,800.00
TOTAL	$4,800.00

OTHER NON-PERSONNEL	$64,000.00
Beneficiary Incentive Program	$54,000.00
Website Development and Maintenance	$10,000
TOTAL	$64,000.00

The following grant budget line items shall be drawn down from Transition Funds.

SALARIES BENEFITS & TAXES*	AMOUNT
Social Worker 100% FTE	$63,132.07
Child Life Specialist 100% FTE	$55,630.80
Lactation Consultant 100% FTE	$87,019.58
Peer Recovery Specialist 100% FTE (x 10)	$33,292.80
Fringe Benefits	$143,257.21
TOTAL	$681,818.15

*MOM Model Transition Funding is restricted and shall be awarded following the submission and CMS approval of MOM Model enrollee data to CMMI/CMS through the CMS Reusable Framework on a quarterly basis, starting in Quarter 3 of Year 2 and continuing into Year 3 (A.6). The amount of Transition Funding released each quarter is calculated by CMMI/CMS based on Tennessee's approved transition funding calculations on a per-member basis. Once approved, Transition Funds are released to Tennessee for disbursement to Vanderbilt. The total Transition Funds drawn down may be less than the amount described within Attachment A if Vanderbilt does not enroll and engage the number of MOM Model beneficiaries estimated in the Year 2 NCC Application approved by CMS.

GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or county)

Begin Date	End Date	Agency Tracking #	Edison ID
January 1, 2020	December 31, 2024	31865-00907	65326

Contractor Legal Entity Name	Edison Vendor ID
Vanderbilt University Medical Center	0000006442

Subrecipient or Vendor

☑ **Subrecipient** ☐ **Contractor**

CFDA # 93.687

Grantee's fiscal year end: December 31

Service Caption (one line only)

Maternal Opioid Misuse (MOM) Program

Funding ---

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020	$0.00	$311,105.00	$0.00	$0.00	$311,105.00
2021	$0.00	$311,105.00	$0.00	$0.00	$311,105.00
	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL:	**$0.00**	**$622,210.00**	**$0.00**	**$0.00**	**$622,210.00**

Ownership/Control:

☐ Minority Business Enterprise (MBE):

☐ Afican American ☐ Asian American ☐ Hispanic American ☐ Native American

☐ Woman Business Enterprise (WBE)

☐ Service Disabled Veteran Enterprise (SDVBE)

☐ Disabled Owned Business (DSBE)

☐ Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☐ Government ☑ Non-Minority/Disadvantaged ☐ Other

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☐ Competitive Selection	
☑ Other	Vanderbilt University Medical Center was identified in the Grant Application for award and subsequently approved by the Centers for Medicare & Medicaid Services (CMS).

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.

Speed Code (optional)	**Account Code** (optional)

CPO Use - GR

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE AND
AND
VANDERBILT UNIVERSITY MEDICAL CENTER

This Grant Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "State" and Vanderbilt University Medical Center, hereinafter referred to as the "Grantee," is for the provision of Maternal Opioid Misuse (MOM) Program, as further defined in the "SCOPE OF SERVICES."

The Grantee is a Non-Profit Corporation
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 0000006442

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Division of TennCare will partner with Vanderbilt University Medical Center as part of the Maternal Opioid Misuse (MOM) program focusing on 26 rural and urban counties to improve the outcomes for women with opioid use disorder and their infants beginning in pregnancy and extending to one year postpartum. The purpose of this Model is to assist states in combating the nation's opioid crisis and address fragmentation in the care of pregnant and postpartum Medicaid beneficiaries with Opioid Use Disorder (OUD). This Model will include the coordination of clinical care and the integration of other services critical for health, well-being, and recovery that can improve the quality of care and reduce costs for mothers and infants impacted by opioid use. The 26 rural and urban counties are as follows: Giles, Wayne, Maury, Wilson, Lincoln, Perry, Hickman, Sumner, Stewart, Lawrence, Dickson, Bedford, Rutherford, Smith, Davidson, Williamson, Lewis, Humphreys, Robertson, Macon, Marshall, Montgomery, Cheatham, Houston, Moore, and Trousdale.

A.3. In order to achieve the Model's goals, the yearly programmatic milestones outlined in the following sections, which include both performance and operational milestone, shall be met in collaboration between the state and the Grantee. The Grantee shall participate and lead the following touch points with the Centers of Medicaid and Medicare Services (CMS) and manage deliverables at the request of TennCare or as mutually agreed upon by both parties:

i. Bi-weekly calls
ii. Quarterly reports
iii. Online and in-person trainings
iv. On-site visits
v. Annual reports
vi. Data sharing with CMS evaluators

A.4. From January 2020 until December 31, 2020 (Year 1), the Grantee shall meet the following performance milestones. The Grantee shall communicate with the state on all milestones and seek verbal and/or written approval.

i. Form advisory committees consisting of internal and external stakeholders
ii. Onboard peer support and patient navigators
iii. Develop model standard operating procedures and internal governance
iv. Develop data collection tools

A.5. In collaboration with the state, the Grantee shall also meet the following operational milestones as dictated by CMS. All operational milestones shall be documented by the Grantee in writing and

communicated to the state at the request of TennCare or as mutually agreed upon by both parties.

i. Write and submit a Concept Paper as outlined in the Notice of Award (NOA) to Centers of Medicaid and CHIP Services (CMCS)
ii. Meet with CMCS within 45 days of the date of award to begin the process of State Plan Amendment (SPA) or waiver approval needed to implement the Coverage and Payment Strategy
iii. Submit initial State Plan Amendment/Medicaid Waiver Timeline, as required
iv. Submit quarterly updates to State Plan Amendment/Medicaid Waiver Timeline
v. Submit updated Model Implementation Plan: Intervention Design and Coverage and Payment Strategy
vi. Finalize all changes to the Medicaid program required to implement the Model during the Transition Period (Year 2)
vii. Submit first annual updated Model Implementation Plan (Intervention Design, Coverage and Payment Strategy, and Sustainability Plan)

A.6. From January 1, 2021 until December 31, 2021 (Year 2), the Grantee shall meet the following performance milestones. The Grantee shall communicate with the state on all milestones and seek verbal and/or written approval.

i. Launch Centers of Medicare & Medicaid Innovation (CMMI) Model with enhanced services as in Attachment A
ii. Continue to engage with internal and external stakeholders at minimum on a quarterly basis
iii. Report enrollment and outcome data for the model at the request of TennCare, CMS, or as mutually agreed upon in writing by all parties.

a. Maternal enrollment, retention, receipt of services including medications for opioid use disorder
b. Infant diagnosis of Neonatal Abstinence Syndrome (NAS), need for medication for withdrawal, length of treatment, length of stay
c. Postpartum outcomes for infants including connection and receipt of addiction treatment, home nurse visitation and medical follow-up in the first year postpartum

A.7. In collaboration with the state, the Grantee shall also meet the following operational milestones for Year 2. All operational milestones shall be documented by the Grantee in writing and communicated to the state at the request of TennCare or as mutually agreed upon by both parties.

i. Begin screening, enrolling, and providing services to MOM Model beneficiaries
ii. Submit quarterly updates to the State Plan Amendment/Medicaid Waiver Timeline
iii. Submit second annual updated Model Implementation Plan (Intervention Design, Coverage and Payment Strategy, and Sustainability Plan)
iv. Finalize all required changes to the Medicaid program required to implement the Model during Year 3, including coverage and payment for all Model Services
v. Submit final quarterly update to the State Plan Amendment/Medicaid Waiver Timeline indicating completion of all required SPAs/waivers

A.8. From January 1, 2022 until December 31, 2022 (Year 3), the Grantee shall meet the following performance milestones. The Grantee shall communicate with the state on all milestones and seek verbal and/or written approval.

i. Continue to engage with internal and external stakeholders at minimum on a quarterly basis
ii. Report enrollment and outcome data for the model at the request of TennCare, CMS, or as mutually agreed upon in writing by all parties

a. Maternal enrollment, retention, receipt of services including medications for opioid use disorder
b. Infant diagnosis of Neonatal Abstinence Syndrome (NAS), need for medication for withdrawal, length of treatment, length of stay
c. Postpartum outcomes for infants including connection and receipt of addiction treatment, home nurse visitation and medical follow-up in the first year postpartum

A.9. In collaboration with the state, the Grantee shall also meet the following operational milestones for Year 3. All operational milestones shall be documented by the Grantee in writing and communicated to the state at the request of TennCare or as mutually agreed upon by both parties.

i. Begin implementing Model Services through final Coverage and Payment Strategy
ii. Submit third annual updated Model Implementation Plan (Intervention Design, Coverage and Payment Strategy, and Sustainability Plan)

A.10. From January 1, 2023 until December 31, 2023 (Year 4), the Grantee shall meet the following performance milestones. The Grantee shall communicate with the state on all milestones and seek verbal and/or written approval.

i. Continue to engage with internal and external stakeholders at minimum on a quarterly basis
ii. Report enrollment and outcome data for the model at the request of TennCare, CMS, or as mutually agreed upon by all parties

a. Maternal enrollment, retention, receipt of services including medications for opioid use disorder
b. Infant diagnosis of Neonatal Abstinence Syndrome (NAS), need for medication for withdrawal, length of treatment, length of stay
c. Postpartum outcomes for infants including connection and receipt of addiction treatment, home nurse visitation and medical follow-up in the first year postpartum

A.11. In collaboration with the state, the Grantee shall also meet the following operational milestones for Year 4. All operational milestones shall be documented by the Grantee in writing and communicated to the state at the request of TennCare or as mutually agreed upon by both parties.

i. Submit fourth annual updated Model Implementation Plan (Intervention Design, Coverage and Payment Strategy, and Sustainability Plan)

A.12. From January 1, 2024 until December 31, 2024 (Year 5), the Grantee shall meet the following performance milestones. The Grantee shall communicate with the state on all milestones and seek verbal and/or written approval.

i. Continue to engage with internal and external stakeholders at minimum on a quarterly basis
ii. Report enrollment and outcome data for the model

a. Maternal enrollment, retention, receipt of services including medications for opioid use disorder
b. Infant diagnosis of Neonatal Abstinence Syndrome (NAS), need for medication for withdrawal, length of treatment, length of stay
c. Postpartum outcomes for infants including connection and receipt of addiction treatment, home nurse visitation and medical follow-up in the first year postpartum.

A.13. In collaboration with the state, the Grantee shall also meet the following operational milestones for Year 5. All operational milestones shall be documented by the Grantee in writing and communicated to the state at the request of TennCare or as mutually agreed upon by both parties.

i. Submit fifth annual updated Model Implementation Plan

A.14. In addition, the Grantee shall complete any other programmatic (operational and performance) milestones as set by CMS or the state through the five-year grant period.

A. 15. Nondiscrimination Compliance Requirements.

a. The Grantee shall comply with all applicable federal and state civil rights laws, regulations, rules, and policies and Grant Section D.10 of this Grant.

1. Nondiscrimination Compliance Coordinator. In order to demonstrate compliance with the applicable federal and State civil rights laws and regulations, which may include, but are not limited to, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 42 U.S.C. § 18116 (codified at 45 C.F.R. pt. 92) the Grantee shall designate a staff person to be responsible for nondiscrimination compliance.

The Grantee's Nondiscrimination Compliance Coordinator ("NCC") shall be responsible for compliance with the nondiscrimination requirements set forth in this Grant. Grantee agrees that its civil rights compliance staff member will work directly with TennCare's Director of Civil Rights Compliance ("DCRC") in order to implement and coordinate nondiscrimination compliance activities. The Grantee does not have to require that civil rights compliance be the sole function of the designated NCC staff member. However, the Grantee shall identify the designated NCC staff member to the DCRC by name.

Within ten (10) calendar days of the commencement of any period of time that the Grantee does not have a NCC, the Grantee shall provide written notice of this event to the DCRC. The name and contact information for the new NCC shall be reported in writing to the DCRC within ten (10) calendar days of assuming the duties of the NCC.

2. Policies and Procedures. The Grantee shall, at a minimum, implement nondiscrimination in its personnel policies and procedures as it relates to hiring, promoting, operational policies, Granting processes and participation on advisory/planning boards or committees.

3. Implementation. Prior to implementation of this Grant, the NCC shall participate in a readiness review phase. The DCRC shall provide the NCC with the nondiscrimination/civil rights readiness review expectations for this Grant and provide technical assistance to the NCC.

(i) The NCC shall provide the Grantee's written policies and procedures that demonstrate nondiscrimination in the provision of services provided under this Grant to DCRC. These policies shall include topics, such as, discrimination complaint workflows and procedures, the provision of effective communication services (i.e. language assistance services to individuals with Limited English Proficiency and auxiliary aids or services to individuals with disabilities), and providing other forms of assistance to individuals with disabilities (i.e. reasonable accommodations). Effective Communication may be achieved by providing interpretation and translation services and other forms of auxiliary aids or services,

including, Braille and large print and shall be based on the needs of the individual and/or the individual's representative. Any nondiscrimination policies and procedures that are specific to TennCare program members and/or participants shall be prior approved in writing by the DCRC.

(ii) The Grantee's NCC shall develop a nondiscrimination training plan within thirty (30) days of the implementation of this Grant and shall provide a copy of such training plan to DCRC. This training plan shall detail how the Grantee's annual civil rights training will be provided to staff and tracked for compliance. The plan shall include the Grantee's procedures for training new hires and capturing the new hire training data. On a quarterly and annual basis, the Grantee's new hire and annual training data shall be provided to DCRC. If needed, the NCC may request an extension of time for providing the training plan to DCRC. Thereafter, the Grantee shall update the training plan as needed to conform to changes in federal and State law and provided to the DCRC on an annual basis and upon request.

4. Records. The Grantee shall keep such records as may be necessary in order to submit timely, complete and accurate compliance reports that may be requested by the U.S. Department of Health and Human Services ("HHS"), the U.S. Department of Justice ("DOJ"), TennCare, and the Tennessee Human Rights Commission ("THRC") or their designees. If requested, the information shall be provided in a format and timeframe specified by HHS, DOJ, TennCare, or THRC. The requested information may be necessary to enable HHS, DOJ, TennCare, or THRC to ascertain whether the Grantee is complying with the applicable civil rights laws. For example, the Grantee should have available data showing the manner in which services are or will be provided by the program in question, and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination. Further examples of data that could be requested can be found at 45 C.F.R. § 80.6 and 28 C.F.R. § 42.406.

5. Access. The Grantee shall permit access as set forth in the applicable civil rights laws, such as, 45 C.F.R. § 80.6 to HHS, DOJ, TennCare, and THRC or their designees during normal business hours to such of its books, records, accounts, and other sources of information, and its facilities as may be pertinent to ascertain whether the Grantee is complying with the applicable civil rights laws.

6. Complaint Forms. The Grantee shall use and have available to individuals TennCare's discrimination complaint forms. These discrimination complaint forms shall be provided to individuals upon request and member's may be referred to TennCare's website for these forms. TennCare's discrimination complaint forms are vital documents and must be available at a minimum in the English, Spanish, Arabic languages. The DCRC shall provide the NCC with TennCare's discrimination complaint forms that are required under this Grant.

   The Grantee shall provide assistance to individuals that request that the Grantee assist them with filing discrimination complaints with the TennCare program(s) covered under this Grant. The Grantee shall inform its employees and its providers and subgrantees that are considered to be recipients of federal financial assistance under this Grant about how to assist individuals with obtaining discrimination complaint forms and assistance with submitting the forms to the DCRC.

7. Nondiscrimination Notice and Taglines. As required by the applicable federal civil rights laws, including 45 C.F.R. pt 45, the Grantee shall ensure that significant publications and significant communications, including small sized publications and communications that are targeted to beneficiaries, participants, enrollees, applicants, and members of the public shall be printed with the notice of

nondiscrimination and LEP taglines as required by TennCare and set forth in TennCare's tagline templates. Written materials specific to TennCare's programs' members shall be prior approved in writing by TennCare prior to the materials being sent to these individuals.

8. Limited English Proficiency. In accordance with 68 Fed. Reg 47311-02, within ninety (90) calendar days of notification from TennCare, all vital Grantee documents related to this Grant shall be translated and available to each Limited English Proficiency ("LEP") group identified by TennCare in accordance with the applicable standards set forth below:

   (i) If a LEP group constitutes five percent (5%) or 1,000, whichever is less, of the population targeted under this Grant, vital documents shall be translated into that LEP language. Translation of other documents, if needed, can be provided orally; or

   (ii) If there are fewer than fifty (50) individuals in a language group that is part the population targeted under this Grant that reaches the five percent (5%) trigger in (a), the Grantee shall inform those individuals that it does not provide written translation of vital documents but provides written notice in that group's primary language of the right to receive competent oral interpretation of those written materials, free of cost.

   (iii) At a minimum, all vital Grantee documents shall be translated and available in Spanish.

b. Nondiscrimination Compliance Reports. The Grantee shall submit the following nondiscrimination compliance deliverables to TennCare as follows:

1. Annual Compliance Questionnaire. Annually, the DCRC shall provide the NCC with a Nondiscrimination Compliance Questionnaire. The NCC shall answer the questions contained in the Compliance Questionnaire and submit the completed Questionnaire to DCRC within sixty (60) days of receipt of the Questionnaire with any requested documentation, which shall include, the Grantee's Assurance of Nondiscrimination. The signature date of the Grantee's Nondiscrimination Compliance Questionnaire shall be the same as the signature date of the Grantee's Assurance of Nondiscrimination. The Nondiscrimination Compliance Questionnaire deliverables shall be in a format specified by TennCare.

   (i) As part of the requested documentation for the Nondiscrimination Compliance Questionnaire, the NCC shall submit copies of the Grantee's nondiscrimination policies and procedures (e.g. 45 C.F.R. § 80.3; 45 C.F.R. § 92.101) that demonstrate nondiscrimination in the provision of its services, programs, or activities provided under this Grant.

   (ii) The NCC shall include, as part of the requested documentation for the Nondiscrimination Compliance Questionnaire, reports that capture data for all language and communication assistance services used and provided by the Grantee under this Grant. The Grantee shall ensure that language and communication assistance section of the questionnaire contains:

      A. the names of the Grantee's language and communication assistance service providers;

      B. the languages in which interpretation and translation services are available;

C. the auxiliary aids or services that are provided and are available;

D. the hours that language and communication assistance services are available;

E. numbers individuals call to access language and communication assistance services;

F. a separate Excel spreadsheet report that captures a listing of language and communication assistance services that were requested by members and/or participants (e.g. Arabic; Braille) and the methods used to provide the language and alternative communication service to the members (i.e. interpretation; translation).

Upon request, the NCC shall provide a more detailed report that contains the requestor's name and identification number, the requested service, the date of the request, the date the service was provided, and the name of the service provider.

2. Quarterly Compliance Reports. The NCC shall submit a quarterly Non-discrimination Compliance Report which shall include the following:

(i) A summary listing that captures the total number of the Grantee's new hires that have completed civil rights/nondiscrimination training and cultural competency training and the dates the trainings were completed for that quarter;

(ii) A listing of the total number of the Grantee's employees that have completed annual civil rights training and cultural competency training and the dates completed for that quarter, if annual training was provided during that quarter.

(iii) An update of all written discrimination complaints filed by individuals, such as, employees, members, participants, and subgrantees in which the discrimination allegation is related the provision of and/or access to TennCare covered services provided by the Grantee, which the NCC is assisting the DCRC with resolving. This update shall include, at a minimum: identity of the complainant, complainant's relationship to the Grantee, circumstances of the complaint; type of covered service related to the complaint, date complaint filed, the Grantee's resolution, date of resolution, and the name of the Grantee staff person responsible for adjudication of the complaint. For each complaint reported as resolved the Grantee shall submit a copy of the complainant's letter of resolution.

(iv) The NCC shall provide a listing of all discrimination claims that are reported to the Grantee that are claimed to be related to the provision of and/or access to TennCare's covered services provided by the Grantee. The Grantee shall ensure that the listing includes, at a minimum, the:

A. Identity of the complainant;

B. Complainant's relationship to the Grantee'

C. Circumstances of the complaint;

D. Type of covered service related to the complaint;

E. Date complaint filed;

F. Grantee's resolution;

G. Date of resolution.

When such reports are made, the Grantee shall offer to provide the discrimination complaint forms to the individual making the report.

(v) 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 (i.e. Arabic; Braille) and the methods used to provide the language and alternative communication service to the members and/or participants (i.e. interpretation; translation). Upon request, the NCC shall provide a more detailed report that contains the requestor's name and identification number, the requested service, the date of the request, the date the service was provided, and the name of the service provider.

c. Discrimination Complaint Investigations. All discrimination complaints against the Grantee and its employees and its subgrantees that are considered to be recipients of federal financial assistance under this Grant shall be resolved according to the provisions of this Section and the below subsections:

1. Discrimination Complaints against the Grantee and/or Grantee's Employees. When complaints concerning alleged acts of discrimination committed by the Grantee and/or its employees related to the provision of and/or access to one of TennCare's programs are reported to the Grantee, the NCC shall send such complaints within two (2) business days of receipt to the DCRC. The DCRC shall investigate and resolve all alleged acts of discrimination committed by the Grantee and/or its employees. The Grantee shall cooperate with TennCare during the investigation and resolution of such complaints. The DCRC reserves the right to request that the NCC assist with conducting the initial investigations and to suggest resolutions of alleged discrimination complaints. If the DCRC requests that the NCC assist TennCare with conducting the initial investigation, the NCC shall start the initial investigation within five (5) business days from the date of the request. The NCC shall provide the DCRC with all requested information, including but not limited to, the identity of the party filing the complaint; the complainant's relationship to the Grantee; the circumstances of the complaint; date complaint filed; and the Grantee's suggested resolution. The DCRC shall review the NCC's initial investigations and determine the appropriate resolutions for the complaints as set forth in subsection c below. During the complaint investigation, the NCC shall have the opportunity to provide the DCRC with any information that is relevant to the complaint investigation. The Grantee shall take reasonable methods to keep such documentation and materials confidential and shall not disclose the documentation or materials related to such investigation to any third party unless otherwise required by law.

2. Discrimination Complaints against the Grantee's subgrantees that are recipients of federal financial assistance under this Grant. Should complaints concerning alleged acts of discrimination committed by the Grantee's subgrantees related to the provision of and/or access to one of TennCare's programs be reported to the Grantee, the NCC shall inform the DCRC of such complaints within two (2) business days from the date Grantee learns of such complaints. If the DCRC requests that the NCC assist TennCare with conducting the initial investigation, the NCC's nondiscrimination compliance officer shall start the initial investigation within five (5) business days from the date of the request. Once an initial investigation has been completed, the NCC's shall report his/her determinations to the DCRC. At a

minimum, the NCC's report shall include the identity of the party filing the complaint; the complainant's relationship to the Grantee; the circumstances of the complaint; date complaint filed; and the Grantee's suggested resolution. The DCRC shall review the NCC's initial investigations and determine the appropriate resolutions for the complaints as set forth in subsection (3) below. The DCRC reserves the right to investigate and resolve all complaints concerning alleged acts of discrimination committed by the Grantee's subgrantees that are recipients of federal financial assistance under this Grant. The Grantee's Providers and Subgrantees that are recipients of federal financial assistance under this Grant shall cooperate with TennCare and the Grantee during discrimination investigations and resolutions.

3. Corrective Action Plans to Resolve Discrimination Complaints. If a discrimination complaint against the Grantee or its employees or one of its subgrantees who are recipients of federal financial assistance under this Grant, is determined by the DCRC to be valid, the DCRC shall, at its option, either: (i) provide the Grantee with a corrective action plan to resolve the complaint, or (ii) request that the Grantee submit a proposed corrective action plan to the DCRC for review and approval that specifies what actions the Grantee proposes to take to resolve the discrimination complaint. Upon provision of the corrective action plan to Grantee by the DCRC, or approval of the Grantee's proposed corrective action plan by the DCRC, the Grantee shall implement the approved corrective action plan to resolve the discrimination complaint. TennCare, in its sole discretion, shall determine when a satisfactory discrimination complaint resolution has been reached and shall notify Grantee of the approved resolution. A discrimination complaint resolution corrective action plan may consist of approved nondiscrimination training on relevant discrimination topics. Prior to use, the nondiscrimination training material shall be reviewed and approved by the DCRC. Time periods for the implementation of the corrective action plan nondiscrimination training shall be designated by TennCare.

d. Electronic and Information Technology Accessibility Requirements.

To the extent that the Grantee is using electronic and information technology to fulfill its obligations under this Grant, the Grantee agrees to 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 ("Section 508"), the Americans with Disabilities Act, and 45 C.F.R. pt. 92 (or any subsequent standard adopted by an oversight administrative body, including the Federal Accessibility Board). To comply with the accessibility requirements for Web content and non-Web electronic documents and software, the Grantee shall use the most current W3C's Web Content Accessibility Guidelines ("WCAG") level AA or higher (For the W3C's guidelines see: https://www.w3.org/WAI/standards-guidelines/wcag/new-in-21/) (More resources can be found at https://www.w3.org/WAI/ and https://www.access-board.gov/guidelines-and-standards/communications-and-it).

Grantee agrees to perform regularly scheduled (i.e., automatic) scans and manual testing for the most current WCAG level AA or higher compliance for all user content and applications in order to meet the standards for compliance. The Grantee must ensure that any system additions, updates, changes or modifications comply with the most current WCAG level AA or higher. Commercial Off-the-shelf ("COTS") products may be used to verify aspects of the most current WCAG level AA or higher compliance.

Should the system or a component of the system fail to comply with the accessibility standards, the Grantee shall develop and submit to TennCare for approval a noncompliance report that identifies the areas of noncompliance, a plan to bring the system or component into compliance, an alternative/work around that provides users with the equivalent access to the content, and a timeframe for achieving that compliance.

TennCare shall review the noncompliance report to determine whether or not it is acceptable and should be implemented. Once the noncompliance report is approved by TennCare the Grantee may implement the compliance plan. TennCare, in its sole discretion, shall determine when a satisfactory compliance plan resolution has been reached and shall notify the Grantee of the approved resolution. If Grantee is unable to obtain content that conforms to the most current WCAG level AA or higher, it shall demonstrate through its reporting to TennCare that obtaining or providing accessible content would fundamentally alter the nature of its goods and services or would result in an undue burden.

Additionally, the Grantee agrees to comply with Title VI of the Civil Rights Act of 1964. In order to achieve Title VI compliance, the Grantee should add a system function that allows users to translate the content into a language other than English. This requirement may be satisfied by the provision of a link to Google translate or other machine translation tool.

e. Provider Participation, Reimbursement, or Indemnification.

1. The Grantee shall not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification. The Grantee's ability to credential providers as well as maintain a separate network and not include any willing provider is not considered. The Grantee's written policies and procedures for the selection and retention of providers shall not discriminate against particular providers that service high risk populations or specialize in conditions that require costly treatment;

2. The Grantee 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.

f. Ethical/Moral/Religious Directives. Should the Grantee not cover a TennCare covered service because of moral/ethical or religious reasons, the Grantee shall provide a list of these services to TennCare. This list shall be used by TennCare to provide information to TennCare members about where and how the members can obtain the services that are not being delivered due to Ethical and Religious Directives. Should an issue arise at the time of service with a member, the Grantee shall inform TennCare members that the member's managed care organization has additional information on providers and procedures that are covered by TennCare. The Grantee is not required to make specific recommendations or referrals.

In the event the Grantee is contracting with providers and/or subgrantees to deliver services to TennCare members pursuant to the Grantee's obligations under this agreement and the providers or subgrantees cannot provide a TennCare covered service because of moral/ethical or religious reasons, the Grantee shall provide a list of these services to TennCare. This list shall be used by the Grantee and TennCare to provide information to TennCare members about where and how the members can obtain the services that are not being delivered due to Ethical and Religious Directives.

g. Social Determinants of Health. The Grantee shall participate in TennCare's innovations to improve health by addressing social determinants of health. The Grantee shall collaborate with TennCare and other entities designated by TennCare to develop and implement projects.

h. Enrollee/Member Enrollment, Disenrollment, Re-enrollment.

1. The Grantee shall accept enrollees in the order in which applications are approved and enrollees are assigned to the Grantee (whether by selection or assignment). The Grantee shall not use any policy or practice that has the effect of discriminating against individuals eligible to enroll on the basis of race, color, national origin, sex, or disability.

2. The Grantee shall accept an enrollee in the health condition the enrollee is in at the time of enrollment and shall not discriminate against individuals on the basis of health status, the need for health care services, or on the basis of race, color, national origin, sex, or disability.

i. Culturally Competent Delivery of Program Services. The Grantee shall and its providers and subgrantees that are providing TennCare program services pursuant to this Grant shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all enrollees, including those with Limited English Proficiency, disabilities and diverse cultural and ethnic backgrounds regardless of an enrollee's sex. This includes the Grantee emphasizing the importance of network providers to have the capabilities to ensure physical access, accommodations, and accessible equipment for the furnishing of services to enrollees with physical or mental disabilities.

B. TERM OF GRANT CONTRACT:

B.1 This Grant Contract shall be effective for the period beginning on January 1, 2020, ("Effective Date") and ending on December 31, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, 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 State under this Grant Contract exceed Six Hundred Twenty-Two Thousand Two Hundred and Ten Dollars dollars ($622,210.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Sarah Mansouri
Division of TennCare
310 Great Circle Road
Nashville, TN 37243
Sarah.Mansouri@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Finance and Administration, Division of TennCare.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to

the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Deputy Commissioner
Department of Finance and Administration
Division of TennCare
310 Great Circle Road
Nashville, TN 37243
Telephone # 615-507-6443
FAX # 615-253-5607

The Grantee:

Mentoria P. Jennings
Vanderbilt University Medical Center
Research Administrative Officer
mentoria.jennings@vumc.org
615-322-3024

with a copy to:

VUMC Office of Contracts Management
3319 West End Avenue, Suite 100
Nashville, TN 37069
research.contracts@vumc.org

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. In addition, the Contractor shall comply with the provisions of Grant Contract Section A.15 (Nondiscrimination Compliance Requirements) and this Section D.10 shall not be deemed to limit or abridge any requirement set forth in Section A.15.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

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

d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant 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 Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards.*

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars ($750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars ($750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars ($750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment B to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment B shall complete Attachment C. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to Sarah Mansouri, sarah.mansouri@tn.gov.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. 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 Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form

that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

   1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

      The Grantee shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

   1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:

i. The Grantee employs fewer than five (5) employees;

ii. The Grantee is a sole proprietor;

iii. The Grantee is in the construction business or trades with no employees;

iv. The Grantee is in the coal mining industry with no employees;

v. The Grantee is a state or local government; or

vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Grantee shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:

i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.

2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate; and

3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

E.3. Patient Protection and Affordable Care Act. The Grantee agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Grantee shall indemnify the State and hold it harmless from any costs to the State arising from Grantee's failure to fulfill its PPACA responsibilities for itself or its employees.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant 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"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee 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 Grantee and in accordance with this Grant 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. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee 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 Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee 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 to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but

not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

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

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

E.7. Applicable Laws, Rules, Policies and Court Orders. The Grantee agrees to comply with all applicable federal and State laws, rules, regulations, sub-regulatory guidance, executive orders, TennCare waivers, and all current, modified or future Court decrees, orders or judgments applicable to the State's TennCare program. Such compliance shall be performed at no additional cost to the State.

E.8. Business Associate. As the Grantee will provide services to TennCare pursuant to which the Grantee will have access to, receive from, create, or receive on behalf of TennCare Protected Health Information, or Grantee will have access to, create, receive, maintain or transmit on behalf of TennCare Electronic Protected Health Information (as those terms are defined under HIPAA and HITECH), Grantee hereby acknowledges its designation as a business associate under HIPAA and agrees to comply with all applicable HIPAA regulations and the terms in the associated Business Associate Agreement.

E.9. Notification of Breach and Notification of Suspected Breach. The Grantee shall notify TennCare's Privacy Office immediately upon becoming aware of and in no case later than 48 hours after discovery of any incident, either confirmed or suspected, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of Participant PHI maintained or held by the Grantee including any unauthorized acquisition of Participant PHI by an employee or otherwise authorized user of the Grantee 's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.

E.10. Transmission of Contract Deliverables. All information or data that is necessary for one or more deliverable set forth in this Contract shall be transmitted between TennCare and Grantee via the data transfer method specified in advance by TennCare. This may include, but shall not be limited to, transfer through TennCare's SFTP system.

E.11. Social Security Administration (SSA) Required Provisions for Data Security. The Grantee shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. §3541, *et seq.*), and related National Institute of Standards and Technology guidelines. In addition, the Grantee shall have in place administrative, physical, and technical safeguards for data.

a. The Grantee shall specify in its agreements with any agent or Subcontractor that will have access to data that such agent or Subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Grantee pursuant to this Section;

b. The Grantee shall not duplicate in a separate file or disseminate, without prior written permission from TennCare, the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the TennCare program. Should the Grantee propose a redisclosure of said data, the Grantee must specify in writing to TennCare the data the Grantee proposes to redisclose, to whom, and the reasons that justify the redisclosure. TennCare will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.

c. The Grantee agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.

d. The Grantee shall maintain a current list of the employees of such contractor with access to SSA data and provide such lists to TennCare. and provide such lists to TennCare upon request and at any time there are changes.

e. The Grantee shall restrict access to the data obtained from TennCare to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The Grantee shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.

f. The Grantee shall ensure that its employees:

(1) properly safeguard SSA-supplied data and PHI/PII 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 that they are responsible for safeguarding this information at all times, regardless of whether or not the Grantee employee is at his or her regular duty station;

(4) ensure that laptops and other electronic devices/ media containing SSA-supplied data and PHI/PII are encrypted and/or password protected;

(5) send emails containing SSA supplied data and PHI/PII only if encrypted or if to and from addresses that are secure; and,

(6) limit disclosure of the information and details relating to SSA-supplied data and PHI/PII loss only to those with a need to know.

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

g. Loss or Suspected Loss of Data–If an employee of the Grantee becomes aware of suspected or actual loss of SSA-supplied data or PHI/PII, he or she must contact TennCare immediately upon becoming aware to report the actual or suspected loss. The Grantee must provide TennCare with timely updates as any additional information about the loss of SSA-supplied data or PHI/PII becomes available.

If the Grantee experiences a loss or breach of said data, TennCare will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the Grantee shall bear any costs associated with the notice or any mitigation.

h. TennCare may immediately and unilaterally suspend the data flow under this Contract, or terminate this Contract, if TennCare, in its sole discretion, determines that the Grantee has: (1) made an unauthorized use or disclosure of TennCare SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Contract Section E.12.

i. This Section further carries out Section 1106(a) of the Act (42 U.S.C. 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related

Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. 3541 et seq.), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the SSA stipulates that the Grantee must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system.

j. Definitions

(1) "SSA-supplied data" or "data" as used in this section – information, such as an individual's social security number, supplied by the Social Security Administration to TennCare to determine entitlement or eligibility for federally-funded programs (covered by a CMPPA between SSA and F&A, and IEA between SSA and TENNCARE).

(2) "Protected Health Information/Personally Identifiable Information" (PHI/PII)(45 C.F.R. 160.103; OMB Circular M-06-19) – Protected health information means individually identifiable health information that is: (i) Transmitted by electronic media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

(3) "Individually Identifiable Health Information"– information that is a subset of health information, including demographic information collected from an individual, and: (1) Is created or received by a health care Provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

(4) "Personally Identifiable Information" – any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, including any other personal information which can be linked to an individual.

E.12. Employees Excluded from Medicare, Medicaid or CHIP. The Grantee does hereby attest, certify, warrant, and assure that the Grantee 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 Sections 1128 of the Social Security Act.

E.13. Offer of Gratuities. By signing this contract, the Grantee 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 Center for Medicare and Medicaid Services, or any other state or federal agency has or will benefit financially or materially from this Grant Contract. This Grant Contract may be terminated by TennCare as provided in Section D.4, if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Grantee, its agent, or employees.

E.14. Internal Revenue Service (IRS) Safeguarding of Return Information:

a. Performance - In performance of this contract, the Grantee agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) This provision shall not apply if information received or delivered by the Parties under this Contract is NOT "federal tax returns or return information" as defined by IRS Publication 1075 and IRC 6103.

(2) All work will be done under the supervision of the Grantee or the Grantee's employees. The Grantee and the Grantee's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Grantee will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The Grantee certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Grantee at the time the work is completed. If immediate purging of all data storage components is not possible, the Grantee certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to TennCare or its designee. When this is not possible, the Grantee will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide TennCare or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(8) No work involving Federal tax information furnished under this contract will be Subcontracted without prior written approval of the IRS.

(9) The Grantee will maintain a list of employees authorized access. Such list will be provided to TennCare and, upon request, to the IRS reviewing office.

(10) TennCare will have the right to void the contract if the Grantee fails to provide the safeguards described above.

b. Criminal/Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized

herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the Grantee to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Grantees by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Grantee, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a Grantee access to FTI must be preceded by certifying that each individual understands TennCare's security policy and procedures for safeguarding IRS information. Grantees must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Grantees should be advised of the provisions of IRC Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Grantee should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection - The IRS and TennCare with 24-hour notice shall have the right to send its officers and employees into the offices and plants of the Grantee for inspection of the facilities and operations provided for the performance of any work with FTI under this

contract. The IRS and TennCare's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, specific measures may be required in cases where the Grantee is found to be noncompliant with contract safeguards.

E.15. Discovery and Litigation Hold Requirements. Tenncare is frequently involved in litigation as either a party or a non-party with relevant information. Contractor shall cooperate with all TennCare requests to aid in data and document retention, and collection, as required for litigation. Contractor will also provide subject matter experts as needed for depositions or as witnesses at trial. These services will be provided at no cost to the state. TennCare and its attorneys will exert all reasonable efforts to limit the scope and cost of discovery and litigation requests.

IN WITNESS WHEREOF,

VANDERBILT UNIVERSITY MEDICAL CENTER:

RM

1/30/20

GRANTEE SIGNATURE **DATE**

Libby D Salberg, Director, Office of Contracts Management

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DIVISION OF TENNCARE:

2/3/20

STUART C. MCWHORTER **DATE**

Read and Acknowledged by:

1/24/20

Stephen Patrick, MPH, MD Date

ATTACHMENT A

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: January 1, 2020 END: December 31, 2020				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	$520,960.00	$0.00	$520,960.00
4, 15	Professional Fees/Grant & Awards [2]	$42,343.00	$0.00	$42,343.00
5, 6, 7, 8, 9 & 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel / Conferences & Meetings	$2,343.00	$0.00	$2,343.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance to Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$56,564.00	$0.00	$56,564.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$622,210.00	$0.00	$622,210.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo).

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

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES BENEFITS & TAXES	AMOUNT
Director (Principle Investigator) 20% FTE	$38,460.00
Psychiatry Lead 11% FTE	$20,196.00
Pediatric Lead 20% FTE	$38,460.00
Obstetric Lead 20% FTE	$38,460.00
General Pediatrics 5% FTE	$9,615.00
Senior Project Managers 100% FTE	$83,782.00
Project Managers 100% FTE	$70,000.00
Social Work 54% FTE	$29,743.00
Team hope Clinical Lead 10% FTE	$11,000.00
Data Systems Manager 100% FTE	$81,600.00
Analyst 20% FTE	$11,016.00
Fringe Benefits	$88,628.00
TOTAL	$520,960.00

PROFESSIONAL FEES/GRANT AWARDS	$42,343.00
TOTAL	$42,343.00

ATTACHMENT B

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

☐ Vanderbilt University Medical Center is subject to an audit for fiscal year 2020.

☐ Vanderbilt University Medical Center is not subject to an audit for fiscal year 2020.

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT C

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Vanderbilt University Medical Center a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Vanderbilt University Medical Center a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____