



GRANT AMENDMENT

Agency Tracking # 31865-00038	Edison ID 71331	Contract #	Amendment # 7		
Contractor Legal Entity Name Vanderbilt University Medical Center			Edison Vendor ID 000006442		
Amendment Purpose & Effect(s) Exercise Renewal Option for FY26, add Applicable funding and Update Grant Section D.27					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2026			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$1,539,800.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2023	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2024	\$669,900.00	\$769,900.00	\$100,000.00	\$0.00	\$1,539,800.00
2025	\$669,900.00	\$769,900.00	\$100,000.00	\$0.00	\$1,539,800.00
2026	\$669,900.00	\$769,900.00	\$100,000.00	\$0.00	\$1,539,800.00
TOTAL:	\$2,949,500.00	\$3,449,500.00	\$500,000.00	\$0.00	\$6,899,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional) TN0000000161			Account Code (optional) 71301000		

Crystal Allen

Digitally signed by: Crystal Allen
 DN: CN = Crystal Allen email =
 crystal.g.allen@tn.gov C = US O =
 TennCare OU = Fiscal
 Date: 2025.02.25 14:52:44 -06'00'

**AMENDMENT #7
OF GRANT CONTRACT 71331
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 B is deleted in its entirety and replaced with the following:

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on June 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to zero (0) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

2. 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 Six Million Eight Hundred Ninety-Nine Thousand Dollars (\$6,899,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, Attachment B.1, Attachment B.2, Attachment B.3, and Attachment B.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.

3. Grant Contract Section D.27 is deleted in its entirety and replaced with the following:

- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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 ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security

interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

3. Grant Contract Attachment B.4 attached hereto is added as a new attachment.
4. Grant Contract Attachment E is deleted in its entirety and replaced with new Attachment E 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:

C. Wright Pinson

10-31-24 AMEND-G

GRANTEE SIGNATURE

DATE

C. Wright Pinson, M.B.A., M.D., Deputy Chief Executive Officer; Chief Health System Officer

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION

DIVISION OF TENNCARE:

Jim Bryson / JB

5/15/2025

JIM BRYSON, COMMISSIONER

DATE

Read & acknowledged by: Susan H. Guttentag, M.D., P.I.>

Susan Guttentag MD

Date: **05/09/2025**

ATTACHMENT B.4

GRANT BUDGET				
VANDERBILT UNIVERSITY MEDICAL CENTER				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2025 END: June 30, 2026				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$1,158,187.30	\$0.00	\$1,158,187.30
2	Benefits & Taxes	\$298,431.70	0.00	\$298,431.70
4, 15	Professional Fee, Grant & Award ²	\$16,005.00	\$0.00	\$16,005.00
5	Supplies	\$4,935.00	0.00	\$4,935.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	2,000.00	0.00	2,000.00
11, 12	Travel, Conferences & Meetings	\$53,000.00	0.00	\$53,000.00
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	\$1,241.00	0.00	\$1,241.00
20	Capital Purchase ²	\$6,000.00	0.00	\$6,000.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$1,539,800.00	\$0.00	\$1,539,800.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office-cpo-library.html>).

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

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES				AMOUNT
Name, Title	Monthly Salary	# of Months	% of time	
Brant, Faith Nurse Practitioner	9,484.25	12	65	\$73,977.15
Clough, Nikki - Occupational Therapist	7,874.67	12	20	\$18,899.20
Corona, Laura - Asst. Prof.	9,182.58	12	20	\$22,038.20
Dye, Eva - Nurse Practitioner	14,269.088	12	25	\$42,807.25
Goode, Rachel - Asst. Prof.	15,103.92	12	35	\$63,436.45
Judd, Katie - Coordinator	11,526.00	12	100	\$138,312.00
Lawrence, Alice - Asst. Prof.	15,728.92	12	14	\$25,480.85
Lemley, Mary Lee - Manager	12,195.83	12	100	\$146,350.00
Moody, Harrison - Research Coordinator	5,416.67	12	25	\$16,250.00
Mouvery, Amanda - Nurse Practitioner	9,603.83	12	100	\$115,246.00
Sloan, Erika - Patient Care Coordinator	4,108.92	12	100	\$49,307.00
Samantha Eagle	7,734.50	12	30	\$27,844.20
Grace, Matthew-Asst Professor	34,491.67	12	3.0	\$12,417.00
Newton, J.M.- Assoc Professor	18,491.67	12	5.0	\$11,095.00
Thompson, Jennifer-Assoc Professor	36,447.22	12	3.0	\$13,121.00
Houston, Laura- Asst Professor	34,788.89	12	3.0	\$12,524.00
Elsamadicy, Emad- Asst Professor	31,516.67	12	3.0	\$11,346.00
Garrison, Etoi- Assoc Professor	37,200.00	12	3.0	\$13,392.00
Carpenter, Lavenia,-Assoc Professor	35,380.56	12	3.0	\$12,727.00
McWeeney, Dennis- Assoc Professor	37,475.00	12	3.0	\$13,491.00
Goodhue, Brighton- Asst in OB/GYN	7,521.97	12	22.0	\$19,858.00
Dudek, Martha- Asst Professor	11,308.33	12	10.0	\$13,570.00
Guillard, Arianna- Assoc In OB/GYN	7,522.51	12	22.21	\$20,049.00
Johnson, Andrea- Asst Professor	34,950.00	12	3.0	\$12,582.00
McLeod, Zachary- Sr. Financial Analyst	8,055.00	12	10.0	\$9,666.00
Drummond,Susan- Sr Assoc	9,017.36	12	100.00	\$108,208.00
Sacco, Mindy- Coord Disease Specialty	11,182.80	12	100.00	\$134,193.00
ROUNDED TOTAL				\$1,158,187.30

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Sim Training, 1/2 day course with focus on maternal cardiac disease for regional ED and EMS facilities	\$7,705.00
SMFM Banner Health Critical Care OB simulation course, 2 educators	\$4,000.00
ACOG Emergency Clinical Obstetrics Simulation Instructor Course, 1 physician	\$4,300.00
ROUNDED TOTAL	\$16,005.00

Supplies	AMOUNT
PPH Equipment, disposable/reuseable supplies	\$1,000.00
Vital sign app, tablet, stands	\$1,200.00
Restock Crash Cart	\$2000.00
Travel Bags for Simulators, 3 @ \$145 each	\$435.00
Stethoscope 4 @ \$75	\$300.00
ROUNDED TOTAL	\$4,935.00

Printing & Publications	AMOUNT
Simulation training posters, flyers, tool kits, laminated checklists	\$2,000.00
ROUNDED TOTAL	\$2,000.00

TRAVEL/CONFERENCES & MEETINGS	AMOUNT
MFH High Risk Conference	\$25,000.00
High-Risk Conference	\$28,000.00
ROUNDED TOTAL	\$53,000.00

OTHER NON-PERSONNEL	AMOUNT
Training incentives for Ed/EMS/OB participants with VUMC resource links-magnet, pens, labeled	\$1,241.00
ROUNDED TOTAL	\$1,241.00

CAPITAL PURCHASE	AMOUNT
Paradigm maternal pelvis, baby birthing unit	\$6,000.00
ROUNDED TOTAL	\$6,000.00

ATTACHMENT E**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	University Health System Inc. d/b/a University of Tennessee Medical Center
Subrecipient's Unique Entity Identifier (SAM)	N83NMEH8W8F3
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
Subaward Period of Performance Start and End Date	July 1, 2021 June 30, 2026
Subaward Budget Period Start and End Date	July 1, 2021 June 30, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2021
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	\$3,449,500.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	9.0 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Medicaid
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Josh Portz Center for Medicare and Medicaid Services (CMS) joshua.portz@cms.hhs.gov
Name of pass-through entity	TennCare
Name and contact information for the pass-through entity awarding official	Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 zane.seals@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A



GRANT AMENDMENT

Agency Tracking # 31865-00038	Edison ID 71331	Contract #	Amendment # 6		
Contractor Legal Entity Name Vanderbilt University Medical Center			Edison Vendor ID 000006442		
Amendment Purpose & Effect(s) FY 25 Budget Revision and Updates to D.19 and D.20					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2025			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A): \$0					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2023	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2024	\$669,900.00	\$769,900.00	\$100,000.00	\$0.00	\$1,539,800.00
2025	\$669,900.00	\$769,900.00	\$100,000.00	\$0.00	\$1,539,800.00
TOTAL:	\$2,279,600.00	\$2,679,600.00	\$400,000.00	\$0.00	\$5,359,200.00
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.					
<div style="display: flex; justify-content: space-between;"> <div> Crystal Allen Digitally signed by: Crystal Allen DN: CN = Crystal Allen email = crystal.g.allen@tn.gov C = US O = TennCare OU = Fiscal Date: 2025.01.30 13:12:10 -06'00' </div> <div><i>CPO USE</i></div> </div>					
Speed Chart (optional) TN0000000161		Account Code (optional) 71301000			

**AMENDMENT #6
OF GRANT CONTRACT 71331
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 D.19 is deleted in its entirety and replaced with the following:

- 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. For Grantee fiscal years beginning on or after October 1, 2024, an audit threshold of one million dollars (\$1,000,000) shall apply.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). 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 audit report to the State contact listed in D.8.

2. Grant Contract Section D.20 is deleted in its entirety and replaced with the following:

- 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—200.327 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 ten thousand dollars (\$10,000.00).

3. Grant Contract Attachment B.3 is deleted in its entirety and replaced with the new attachment B.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,

VANDERBILT UNIVERSITY MEDICAL CENTER:

Read & Acknowledged by: Susan H. Guttentag, M.D., P.I.

Susan Guttentag M.D.

Date: 02/04/2025

C. Wright Pinson

03/05/2025

GRANTEE SIGNATURE

DATE

C. Wright Pinson, M.B.A., M.D., Deputy Chief Executive Officer; Chief Health System Officer

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION

DIVISION OF TENNCARE:

Jim Bryson / JB

3/6/2025

JIM BRYSON, COMMISSIONER

DATE

ATTACHMENT B.3

GRANT BUDGET				
VANDERBILT UNIVERSITY MEDICAL CENTER				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2024 END: June 30, 2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$1,101,512.88	\$0.00	\$1,101,512.88
2	Benefits & Taxes	\$278,197.12	0.00	\$278,197.12
4, 15	Professional Fee, Grant & Award ²	\$16,005.00	\$0.00	\$16,005.00
5	Supplies	\$2,200.00	0.00	\$2,200.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	2,000.00	0.00	2,000.00
11, 12	Travel, Conferences & Meetings	\$70,000.00	0.00	\$70,000.00
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	\$1,241.00	0.00	\$1,241.00
20	Capital Purchase ²	\$68,644.00	0.00	\$68,644.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$1,539,800.00	\$0.00	\$1,539,800.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

ATTACHMENT B.3 (Continued)

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES				AMOUNT
Name, Title	Monthly Salary	# of Months	% of time	
Brant, Faith Nurse Practitioner	9,484.25	12	65	\$73,977.15
Clough, Nikki - Occupational Therapist	7,874.67	12	20	\$18,899.20
Corona, Laura - Asst. Prof.	9,182.58	12	20	\$22,038.20
Dye, Eva - Nurse Practitioner	14,269.088	12	25	\$42,807.25
Goode, Rachel - Asst. Prof.	15,103.92	12	35	\$63,436.45
Judd, Katie - Coordinator	10,142.83	12	88	\$121,714.00
Lawrence, Alice - Asst. Prof.	15,728.92	12	10	\$18,874.70
Lemley, Mary Lee - Manager	10,732.33	12	88	\$128,788.00
Moody, Harrison - Research Coordinator	5,000.00	12	20	\$12,000.00
Mouvery, Amanda - Nurse Practitioner	9,603.83	12	100	\$94,271.23
Sloan, Erika - Patient Care Coordinator	4,108.92	12	100	\$49,307.00
TBN - Social Worker	10,322.42	12	30	\$37,160.70
Grace, Matthew-Asst Professor	34,491.67	12	3.0	\$12,417.00
Newton, J.M.- Assoc Professor	18,491.67	12	5.0	\$11,095.00
Thompson, Jennifer-Assoc Professor	36,447.22	12	3.0	\$13,121.00
Houston, Laura- Asst Professor	34,788.89	12	3.0	\$12,524.00
Elsamadicy, Emad- Asst Professor	31,516.67	12	3.0	\$11,346.00
Garrison, Etoi- Assoc Professor	37,200.00	12	3.0	\$13,392.00
Carpenter, Lavenia,-Assoc Professor	35,380.56	12	3.0	\$12,737.00
McWeeney, Dennis- Assoc Professor	37,475.00	12	3.0	\$13,491.00
Goodhue, Brighton- Asst in OB/GYN	7,521.97	12	22.0	\$19,858.00
Dudek, Martha- Asst Professor	11,308.33	12	10.0	\$13,570.00
Guillard, Arianna- Assoc In OB/GYN	7,522.51	12	22.21	\$20,049.00
Johnson, Andrea- Asst Professor	34,950.00	12	3.0	\$12,582.00
McLeod, Zachary- Sr. Financial Analyst	8,055.00	12	10.0	\$9,666.00
Drummond,Susan- Sr Assoc	9,017.36	12	100.00	\$108,208.00
Sacco, Mindy- Coord Disease Specialty	11,182.80	12	100.00	\$134,193.00
ROUNDED TOTAL				\$1,101,512.88

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Sim Training, 1/2 day course with focus on maternal cardiac disease for regional ED and EMS facilities	\$7,705.00
SMFM Banner Health Critical Care OB simulation course, 2 educators	\$4,000.00
ACOG Emergency Clinical Obstetrics Simulation Instructor Course, 1 physician	\$4,300.00
ROUNDED TOTAL	\$16,005.00

Supplies	AMOUNT
PPH Equipment, disposable/reuseable supplies	\$1,000.00
Vital sign app, tablet, stands	\$1,200.00
ROUNDED TOTAL	\$2,200.00

Printing & Publications	AMOUNT
Simulation training posters, flyers, tool kits, laminated checklists	\$2,000.00
ROUNDED TOTAL	\$2,000.00

TRAVEL/CONFERENCES & MEETINGS	AMOUNT
MFM High Risk Conference	\$25,000.00
High-Risk Conference	\$45,000.00
ROUNDED TOTAL	\$70,000.00

OTHER NON-PERSONNEL	AMOUNT
Training incentives for Ed/EMS/OB participants with VUMC resource links-magnet, pens, labeled	\$1,241.00
ROUNDED TOTAL	\$1,241.00

CAPITAL PURCHASE	AMOUNT
Paradugm maternal pelvis, baby birthing unit	\$6,000.00
SimNewB tetherless simulator	\$62,644.00
ROUNDED TOTAL	\$68,644.00



GRANT AMENDMENT

Agency Tracking # 31865-00038	Edison ID 71331	Contract #	Amendment # 5		
Contractor Legal Entity Name Vanderbilt University Medical Center			Edison Vendor ID 000006442		
Amendment Purpose & Effect(s) Exercise Renewal Option and Add Funding for FY25					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30,2025			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A): \$1,539,800.00					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2023	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2024	\$669,900.00	\$769,900.00	\$100,000.00	\$0.00	\$1,539,800.00
2025	\$669,900.00	\$769,900.00	\$100,000.00	\$0.00	\$1,539,800.00
TOTAL:	\$2,279,600.00	\$2,679,600.00	\$400,000.00	\$0.00	\$5,359,200.00
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 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 12:50:00 -05'00'			
Speed Chart (optional) TN0000000161		Account Code (optional) 71301000			
CPO USE					

**AMENDMENT #5
OF GRANT CONTRACT 71331
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 B is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on June 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
 - B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
2. 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 Five Million Three Hundred Fifty-Nine Thousand Two Hundred Dollars (\$5,359,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, Attachment B.1, Attachment B.2 and Attachment B.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.
3. Grant Contract Attachment B.3 attached hereto is added as a new attachment.
4. Grant Contract Attachment E is deleted in its entirety and replaced with new Attachment E 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



04/19/2024

GRANTEE SIGNATURE

DATE

C. Wright Pinson, M.B.A., M.D., Deputy Chief Executed Officer; Chief Health System Officer

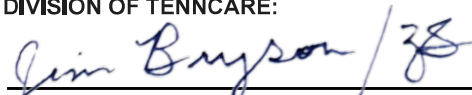
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

Read & Acknowledged by: Susan H. Guttentag, M.D., P.I.



Date: 04/10/2024

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

Handwritten signature of Jim Bryson in blue ink, followed by a large stylized 'B' or 'S' mark.

JIM BRYSON, COMMISSIONER

4/25/2024

DATE

ATTACHMENT B.3

GRANT BUDGET				
VANDERBILT UNIVERSITY MEDICAL CENTER				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2024 END: June 30, 2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$1,135,672.88	\$0.00	\$1,135,672.88
2	Benefits & Taxes	\$284,436,12.00	0.00	\$284,436,12.00
4, 15	Professional Fee, Grant & Award ²	\$35,815.00	\$0.00	\$35,815.00
5	Supplies	\$4,635.00	0.00	\$4,635.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	\$6,000.00
10	Printing & Publications	2,000.00	0.00	\$2,000.00
11, 12	Travel, Conferences & Meetings	\$70,000.00	0.00	\$70,000.00
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	1,241.00	0.00	\$1,241.00
20	Capital Purchase ²	6,000.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$1,539,800.00	\$0.00	\$1,539,800.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office-cpo-library.html>).

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

ATTACHMENT B.3 (Continued)

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES				AMOUNT
Name, Title	Monthly Salary	# of Months	% of time	
Brant, Faith Nurse Practitioner	9,484.25	12	65	\$73,977.15
Clough, Nikki - Occupational Therapist	7,874.67	12	20	\$18,899.20
Corona, Laura - Asst. Prof.	9,182.58	12	20	\$22,038.20
Dye, Eva - Nurse Practitioner	14,269.088	12	25	\$42,807.25
Goode, Rachel - Asst. Prof.	15,103.92	12	35	\$63,436.45
Judd, Katie - Coordinator	11,526.01	12	100	\$138,312.00
Lawrence, Alice - Asst. Prof.	15,728.92	12	10	\$18,874.70
Lemley, Mary Lee - Manager	12,195.83	12	100	\$146,350.00
Moody, Harrison - Research Coordinator	5,000.00	12	20	\$12,000.00
Mouvery, Amanda - Nurse Practitioner	9,603.83	12	100	\$94,271.23
Sloan, Erika - Patient Care Coordinator	4,108.92	12	100	\$49,307.00
TBN - Social Worker	10,322.42	12	30	\$37,160.70
Grace, Matthew-Asst Professor	34,491.67	12	3.0	\$12,417.00
Newton, J.M.- Assoc Professor	18,491.67	12	5.0	\$11,095.00
Thompson, Jennifer-Assoc Professor	36,447.22	12	3.0	\$13,121.00
Houston, Laura- Asst Professor	34,788.89	12	3.0	\$12,524.00
Elsamadicy, Emad- Asst Professor	31,516.67	12	3.0	\$11,346.00
Garrison, Etoi- Assoc Professor	37,200.00	12	3.0	\$13,392.00
Carpenter, Lavenia,-Assoc Professor	35,380.56	12	3.0	\$12,737.00
McWeeney, Dennis- Assoc Professor	37,475.00	12	3.0	\$13,491.00
Goodhue, Brighton- Asst in OB/GYN	7,521.97	12	22.0	\$19,858.00
Dudek, Martha- Asst Professor	11,308.33	12	10.0	\$13,570.00
Guillard, Arianna- Assoc In OB/GYN	7,522.51	12	22.21	\$20,049.00
Johnson, Andrea- Asst Professor	34,950.00	12	3.0	\$12,582.00
McLeod, Zachary- Sr. Financial Analyst	8,055.00	12	10.0	\$9,666.00

Drummond,Susan- Sr Assoc	9,017.36	12	100.00	\$108,208.00
Sacco, Mindy- Coord Disease Specialty	11,182.80	12	100.00	\$134,193.00
ROUNDED TOTAL				\$1,135,672.88

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
STABLE Instructor Course	\$2,700.00
Maintenance Certification	\$17,000.00
NRP Exams, 2 @ \$55 each	\$110.00
Sim Training, 1/2 day course with focus on maternal cardiac disease for regional ED and EMS facilities	\$7,705.00
SMFM Banner Health Critical Care OB simulation course, 2 educators	\$4,000.00
ACOG Emergency Clinical Obstetrics Simulation Instructor Course, 1 physician	\$4,300.00
ROUNDED TOTAL	\$35,815.00

Supplies	AMOUNT
Restock Crash Cart	\$2,000.00
Travel Bags for Simulators, 3 @ \$145 each	\$435.00
PPH Equipment, disposable/reuseable supplies	\$1,000.00
Vital sign app, tablet, stands	\$1,200.00
ROUNDED TOTAL	\$4,635.00

Printing & Publications	AMOUNT
Simulation training posters, flyers, tool kits, laminated checklists	\$2,000.00
ROUNDED TOTAL	\$2,000.00

TRAVEL/CONFERENCES & MEETINGS	AMOUNT
Annual High Risk OB Conference at the Hilton in Franklin, TN. Used for education and outreach to perinatal teams throughout middle TN who attend. Assist with costs of venue, speakers fees, travel for presenters, and assistance to attendees who resident outside of Davidson and Williamson County	\$70,000.00
ROUNDED TOTAL	\$70,000.00

OTHER NON-PERSONNEL	AMOUNT
Training incentives for Ed/EMS/OB participants with VUMC resource links-magnet, pens, labeled	\$1,241.00
ROUNDED TOTAL	\$1,241.00

CAPITAL PURCHASE	AMOUNT
Paradigm maternal birthing pelvis- Charlie and His Mum Cost- \$4,390 + additional supplies. https://www.paradigmmedicalsystems.com/product-page/charlie-and-his-mum	\$6,000.00
ROUNDED TOTAL	\$6,000.00

ATTACHMENT E**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Vanderbilt University Medical Center
Subrecipient's Unique Entity Identifier (SAM)	GYLUH9UXHDX5
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
Subaward Period of Performance Start and End Date	July 1, 2021 June 30, 2025
Subaward Budget Period Start and End Date	July 1, 2021 June 30, 2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2021
Grant contract's end date	June 30, 2025
Amount of federal funds obligated by this grant contract	\$2,679,600.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	9.0 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Medicaid
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Josh Portz Center for Medicare and Medicaid Services (CMS) joshua.portz@cms.hhs.gov
Name of pass-through entity	TennCare
Name and contact information for the pass-through entity awarding official	Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 zane.seals@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A



esrpacket_16118

Final Audit Report

2024-04-19

Created:	2024-04-18
By:	Amanda Lowe (amanda.j.lowe@vumc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9W0wVGBvaNFUr87e29NbKqPluD3_EA13

"esrpacket_16118" History

-  Document created by Amanda Lowe (amanda.j.lowe@vumc.org)
2024-04-18 - 2:12:33 PM GMT
-  Document emailed to Wright Pinson (wright.pinson@vumc.org) for signature
2024-04-18 - 2:13:58 PM GMT
-  Email viewed by Wright Pinson (wright.pinson@vumc.org)
2024-04-19 - 10:43:04 PM GMT
-  Document e-signed by Wright Pinson (wright.pinson@vumc.org)
Signature Date: 2024-04-19 - 10:43:14 PM GMT - Time Source: server
-  Agreement completed.
2024-04-19 - 10:43:14 PM GMT



GRANT AMENDMENT

Agency Tracking # 31865-00038	Edison ID 71331	Contract #	Amendment # 4		
Contractor Legal Entity Name Vanderbilt University Medical Center			Edison Vendor ID 000006442		
Amendment Purpose & Effect(s) Funding Addition and Budget Revision for FY24					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30,2024			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 400,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2023	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2024	\$669,900.00	\$769,900.00	\$100,000.00	\$0.00	\$1,539,800.00
TOTAL:	\$1,609,700.00	\$1,909,700.00	\$300,000.00	\$0.00	\$3,819,400.00
<div><div>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.</div><div>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: 2023.11.06 10:10:28 -06'00'</div></div>					
Speed Chart (optional) TN0000000161		Account Code (optional) 71301000			
CPO USE					

**AMENDMENT #4
OF GRANT CONTRACT 71331
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 Eight Hundred Nineteen Thousand Four Hundred Dollars (\$3,819,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, Attachment B.1, and Attachment B.2, 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 B.2 is deleted in its entirety and replaced with new Attachment B.2 attached hereto.
3. Grant Contract Attachment E is deleted in its entirety and replaced with new Attachment E 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:



12/27/2023

GRANTEE SIGNATURE

DATE

C. Wright Pinson, M.B.A., M.D., Deputy Chief Executive Officer; Chief Health System Officer

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

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



1/2/2024

JIM BRYSON, COMMISSIONER

DATE

Read & Acknowledged by: Susan H. Guttentag, M.D., P.I.



12/06/2023

Date: _____

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2023 END: June 30, 2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	\$1,440,175.00	\$0.00	\$1,440,175.00
4.15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$22,125.00	0.00	\$22,125.00
11.12	Travel, Conferences & Meetings	\$77,500.00	0.00	\$77,500.00
13	Interest ²	\$0.00	0.00	\$0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$1,539,800.00	\$0.00	\$1,539,800.00

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: <https://www.in.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B.2 (Continued)

GRANT BUDGET LINE-ITEM DETAIL:

Supplies	AMOUNT
General supplies related to conference prep	\$5,025.00
Paradigm Sophie with supplies	\$6,600.00
Cell Phones for educators	\$2,000.00
3B Scientific Fetal monitoring simulator (inclusive of iPad)	\$8,500.00
TOTAL	\$22,125.00

Travel/Conferences/Meetings	AMOUNT
OB-GYN Annual Telemedicine Conference	\$25,000.00
OB-GYN Annual High-Risk Conference	\$5,000.00
Mileage reimbursement for OB educators	\$1,500.00
HROB Conferences (scholarships for VHAN teams; virtual access to conferences)	\$35,000.00
OB Director and QI-CME site visits	\$5,000.00
CME in Situ Sim Training the trainer Course Banner	\$6,000.00
TOTAL	\$77,500.00

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Vanderbilt University Medical Center
Subrecipient's Unique Entity Identifier (SAM)	PNWGSFGZCRV7
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
Subaward Period of Performance Start and End Date	July 1, 2021 June 30, 2024
Subaward Budget Period Start and End Date	July 1, 2021 June 30, 2021
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2021
Grant contract's end date	June 30, 2024
Amount of federal funds obligated by this grant contract	\$1,909,700.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	9.0 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Medicaid
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Josh Portz Center for Medicare and Medicaid Services (CMS) joshua.portz@cms.hhs.gov
Name of pass-through entity	TennCare
Name and contact information for the pass-through entity awarding official	Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 zane.seals@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A



GRANT AMENDMENT

Agency Tracking # 31865-00038	Edison ID 71331	Contract #	Amendment # 3		
Contractor Legal Entity Name Vanderbilt University Medical Center			Edison Vendor ID 000006442		
Amendment Purpose & Effect(s) Extends Term and Adds Funding for FY24					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30,2024			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 1,139,800.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2023	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2024	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
TOTAL:	\$1,409,700.00	\$1,709,700.00	\$300,000.00	\$0.00	\$3,419,400.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Crystal G. Allen Digitally signed by: Crystal G. Allen DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = Budget Date: 2023.04.24 10:44:19 -06'00'			CPO USE		
Speed Chart (optional) TN0000000161		Account Code (optional) 71301000			

**AMENDMENT #3
OF GRANT CONTRACT 71331
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:

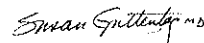
1. Grant Contract Section B is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on June 30, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
 - B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
2. 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 Four Hundred Nineteen Thousand Four Hundred Dollars (\$3,419,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, Attachment B.1, and Attachment B.2, 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.
3. Grant Contract Attachment B.2 attached hereto is added as a new attachment.
4. Grant Contract Attachment E is deleted in its entirety and replaced with new Attachment E 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.

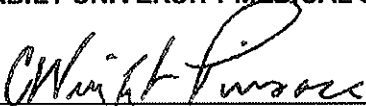
IN WITNESS WHEREOF,

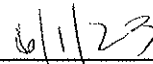
Read & Acknowledged by: Susan H. Guttentag, M.D., P.I.



Date: 5/11/2023

VANDERBILT UNIVERSITY MEDICAL CENTER:





GRANTEE SIGNATURE

DATE

C. Wright Pinson, M.B.A., M.D., Deputy Chief Executive Officer, Chief Health System Officer

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:



6/5/2023

JIM BRYSON, COMMISSIONER

DATE

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2023 END: June 30, 2024				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$1,109,175.00	\$0.00	\$1,109,175.00
4. 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$625.00	0.00	\$625.00
11. 12	Travel, Conferences & Meetings	\$30,000.00	0.00	\$30,000.00
13	Interest ²	\$0.00	0.00	\$0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$1,139,800.00	\$0.00	\$1,139,800.00

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: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B.2 (Continued)**GRANT BUDGET LINE-ITEM DETAIL:**

Supplies	AMOUNT
General supplies related to conference prep	\$625.00
TOTAL	\$625.00

Travel	AMOUNT
OB-GYN Annual Telemedicine Conference	\$25,000.00
OB-GYN Annual High-Risk Conference	\$5,000.00
TOTAL	\$30,000.00

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Vanderbilt University Medical Center
Subrecipient's Unique Entity Identifier (SAM)	GYLUH9UXHDX5
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
Subaward Period of Performance Start and End Date	July 1, 2021 June 30, 2024
Subaward Budget Period Start and End Date	July 1, 2021 June 30, 2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2021
Grant contract's end date	June 30, 2024
Amount of federal funds obligated by this grant contract	\$1,709,700.00
Total amount of federal funds obligated to the subrecipient	\$1,709,700.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	8.5 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Medicaid
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Josh Portz Center for Medicare and Medicaid Services (CMS) joshua.portz@cms.hhs.gov
Name of pass-through entity	TennCare
Name and contact information for the pass-through entity awarding official	Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 zane.seals@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A



GRANT AMENDMENT

Agency Tracking # 31865-00038	Edison ID 71331	Contract #	Amendment # 2		
Contractor Legal Entity Name Vanderbilt University Medical Center			Edison Vendor ID 000006442		
Amendment Purpose & Effect(s) Extends Term and Adds Funding for FY23					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30,2023			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 1,139,800.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
2023	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
TOTAL:	\$939,800.00	\$1,139,800.00	\$200,000.00	\$0.00	\$2,279,600.00
<div><div><div>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.</div><div><div>Crystal G. Allen</div><div>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: 2022.03.17 14:05:23 -06'00'</div></div></div><div>CPO USE</div></div>					
Speed Chart (optional) TN0000000161		Account Code (optional) 71301000			

**AMENDMENT #2
OF GRANT CONTRACT 71331
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 B is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on June 30, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
 - B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
2. 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 Hundred Seventy-Nine Thousand Six Hundred Dollars (\$2,279,600.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B and Attachment B.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.
3. Grant Contract Attachment B.1 attached hereto is added as a new attachment.
4. Grant Contract Attachment E is deleted in its entirety and replaced with new Attachment E 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.

Read & Acknowledged by: Susan H. Guttentag, M.D., P.I.

IN WITNESS WHEREOF,

VANDERBILT UNIVERSITY MEDICAL CENTER:

GRANTEE SIGNATURE

C. Wright Pinson, M.B.A., M.D., Deputy Chief Executive Officer; Chief Health System Officer

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

Butch Eley

BUTCH ELEY, COMMISSIONER

Digitally signed by Butch Eley
Date: 2022.05.09 08:40:30 -05'00'

DATE

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2022 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$1,109,175.00	\$0.00	\$1,109,175.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$625.00	0.00	\$625.00
11, 12	Travel, Conferences & Meetings	\$30,000.00	0.00	\$30,000.00
13	Interest ²	\$0.00	0.00	\$0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$1,139,800.00	\$0.00	\$1,139,800.00

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: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B.1 (Continued)

GRANT BUDGET LINE-ITEM DETAIL:

Supplies	AMOUNT
General supplies related to conference prep	\$625.00
TOTAL	\$625.00

Travel	AMOUNT
OB-GYN Annual Telemedicine Conference	\$25,000.00
OB-GYN Annual High-Risk Conference	\$5,000.00
TOTAL	\$30,000.00

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Vanderbilt University Medical Center
Subrecipient's Unique Entity Identifier (SAM)	PNWGSFGZCRV7
Federal Award Identification Number (FAIN)	
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government; therefore, there is no date of award.
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Dept of Health & Human Services/Title XIX
Grant contract's begin date	July 1, 2021
Grant contract's end date	June 30, 2023
Amount of federal funds obligated by this grant contract	\$1,139,800.00
Total amount of federal funds obligated to the subrecipient	\$1,139,800.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,139,800.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	The regionalization system in Tennessee has been in place since the early 1970s and serves our state by providing the necessary statewide infrastructure for high-risk perinatal care. Established as a result of State statute, the regionalization system is addressing the needs of the State's pregnant women and infants. The regionalization system is a key component in the State's capacity to improve birth outcomes, especially infant mortality.
Name of federal awarding agency	Department of Health and Human Services
Name and contact information for the federal awarding official	Center for Medicare and Medicaid Services (CMS) Regional Office 615-255-9305
Name of pass-through entity	
Name and contact information for the pass-through entity awarding official	
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	If applicable, indirect cost is determined according to approved cost allocation plan.



GRANT AMENDMENT

Agency Tracking # 31865-00038	Edison ID 71331	Contract #	Amendment # 1		
Contractor Legal Entity Name Vanderbilt University Medical Center			Edison Vendor ID 0000006442		
Amendment Purpose & Effect(s) FY22 Grant Budget Amendment					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2022			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$0					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$469,900.00	\$569,900.00	\$100,000.00		\$1,139,800.00
TOTAL:	\$469,900.00	\$569,900.00	\$100,000.00		\$1,139,800.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Zane Seals</i>					
Speed Chart (optional)		Account Code (optional)		CPO USE	

**AMENDMENT #1
OF GRANT CONTRACT #71331
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 B is deleted in its entirety and replaced with new Attachment B 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 & Acknowledged by: Susan H. Guttentag,
M.D., Principal Investigator

VANDERBILT UNIVERSITY MEDICAL CENTER:

Susan Guttentag MD

Jan 13, 2022
Date: _____

C Wright Pinson

1/27/22

GRANTEE SIGNATURE

C. Wright Pinson, M.D., M.B.A.
Deputy CEP and Chief Health System Officer
Vanderbilt University Medical Center

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

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

Butch Eley

Digitally signed by Butch Eley

Date: 2022.01.31 18:34:40 -06'00'

BUTCH ELEY, COMMISSIONER

DATE

ATTACHMENT B

GRANT BUDGET				
Vanderbilt University Medical Center				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2021 and ending June 30, 2022.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries, Benefits & Taxes	\$1,109,175.00	\$0.00	\$1,109,175.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$625.00	\$0.00	\$625.00
11, 12	Travel/ Conferences & Meetings	\$30,000.00	\$0.00	\$30,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,139,800.00	\$0.00	\$1,139,800.00

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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.



GRANT CONTRACT

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

Begin Date July 1, 2021	End Date June 30, 2022	Agency Tracking # 31865-00038	Edison ID 71331
-----------------------------------	----------------------------------	---	---------------------------

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

Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA # 93.778 Dept of Health & Human Services/Title XIX Grantee's fiscal year end: June 30
---	--

Service Caption (one line only) High Risk Perinatal Program

Funding ---					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$469,900.00	\$569,900.00	\$100,000.00	\$0.00	\$1,139,800.00

Ownership/Control:	
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	
<input type="checkbox"/> Woman Business Enterprise (WBE)	
<input type="checkbox"/> Service Disabled Veteran Enterprise (SDVBE)	
<input type="checkbox"/> Disabled Owned Business (DSBE)	
<input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.	
<input type="checkbox"/> Government <input checked="" type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other	

Selection Method & Process Summary (mark the correct response to confirm the associated summary)	
<input type="checkbox"/> Competitive Selection	
<input checked="" type="checkbox"/> Non-competitive Selection	The Grantee, being one of five hospitals providing medical, surgical and ambulatory services to high risk infants and pregnant women in the state, has been determined capable and willing to continue to provide services for the High-Risk Perinatal Regionalization Program as a functional part of the Division of TennCare and the Tennessee Department of Health, Maternal and Child Health Services. The terms of this Grant, as well as the grant budget, were negotiated taking into consideration the Grantee's training, experience, quality of services provided, location of the Grantee in relation to clients, willingness to provide services consistent with the TennCare program goals, and willingness to accept TennCare reimbursement rates.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Zane Seals</i>	CPO Use - GR
Speed Code (optional)	Account Code (optional)

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE
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 High Risk Perinatal Program services, as further defined in the "SCOPE OF SERVICES."

The Grantee is Non-Profit Corporation
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 6442

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 perinatal regionalization program was established to provide for the diagnosis and treatment of certain life-threatening conditions of pregnant women and newborn infants. The five regional perinatal centers across the state provide 1) a statewide mechanism to health care providers for consultation and referral of high risk patients; 2) safe transport of these patients, if necessary, to optimize outcomes; 3) trained personnel skilled in high risk perinatal care and/or infant resuscitation and stabilization; 4) continuing post-graduate education for physicians, nurses, and other medical personnel to promote evidence-based care; and 5) site visitation at local hospitals to optimize infrastructure in support of maternal and infant care. These Regional Perinatal Centers, which are co-directed by the high risk perinatal sub-specialists, offer outreach education for facilities and health care providers in the region, and analysis and evaluation of regional data, including perinatal complications and outcomes for quality improvement.

The regionalization system in Tennessee has been in place since the early 1970s and serves our state by providing the necessary statewide infrastructure for high risk perinatal care. Established as a result of State statute, the regionalization system addresses the needs of the State's pregnant women and infants. The regionalization system is a key component in the State's capacity to improve birth outcomes, especially maternal and infant mortality. Refer to Attachment A for excerpt of *Services Provided* from Tennessee Perinatal Care System Guidelines for Regionalization, Hospital Care Levels, Staffing and Facilities, latest edition.

- A.3. The Grantee shall conduct the High Risk Perinatal Regionalization Program as a functional part of the Bureau of TennCare and the Tennessee Department of Health, Maternal and Child Health Services, in compliance with medical and operational standards and guidelines as set out in the Tennessee Perinatal Care System Guidelines for Regionalization, Hospital Care Levels, Staffing and Facilities, latest edition; Tennessee Perinatal Care System Guidelines for Transportation, latest edition; Tennessee Perinatal Care System Educational Objectives for Nurses Levels I, II, III, Neonatal Transport Nurses, latest edition; Tennessee Perinatal Care System Educational Objective in Medicine for Perinatal Social Workers, latest edition; and Tennessee Perinatal Care System Guidelines on Equipment, Supplies and Training for Emergency Medical Services and Emergency Department Staff, latest edition.
- A.4. The Grantee shall operate the Regional Perinatal Center as a standalone entity within a designated hospital or university capable of providing necessary medical, surgical and ambulatory services to high-risk infants and pregnant women who have been certified by the Tennessee Department of Health and presumptively eligible for Medicaid/TennCare, regardless of their financial status; to provide for the diagnosis and treatment of such women and/or infants by maintaining a highly specialized medical staff available for services 24 hours a day.

- A.5. All obstetric and neonatal-related activities within the Regional Perinatal Center should occur under the direction of a board-certified maternal fetal medicine specialist and a board-certified neonatologist, respectively. There should also, at minimum, be one (1) obstetric and one (1) neonatal outreach nurse educator/coordinator on-staff. The obstetric and neonatal outreach nurse educators/coordinators should be solely responsible for the provision of education and outreach services (refer to A.6. and Attachment A.) supported by this funding. It is also advisable to have an individual on staff to monitor expenditures and track contract services and deliverables.

Budgeted Center staff do not provide direct care; and therefore, should not be considered a part of a specific department within the direct services arm of the hospital/facility (refer to Budget and Personnel Detail Page). The Regional Perinatal Center Co-directors are responsible for the staff hired to carry out the scope of services and deliverables.

- A.6. The Grantee shall continue the regional network of perinatal care which includes the elements of professional education for providers (nurses, midwives, nurse practitioners, physicians, respiratory therapists, social workers, paramedics, etc.), 24-hour consultation and referral, and transportation of high-risk maternal-fetal and neonatal patients and for those Level I, II, and III hospitals in accordance with the Tennessee Perinatal Care System Guidelines for Regionalization, Hospital Care Levels, Staffing and Facilities, latest edition adopted by the Tennessee Department of Health.
- A.7. The Grantee shall maintain ongoing relationships with regional providers, prenatal facilities, and hospitals within its region.
- A.8. The Grantee shall arrange post-discharge follow-up maternal and neonatal patients.
- A.9. The Grantee shall make available a Perinatal Team which will make site visits upon request from Level I, II and III hospitals within its region.
- A.10. The Grantee's Co-directors, or their designees, shall maintain active involvement on the Perinatal Advisory Committee.
- A.11. The Grantee shall measure and monitor maternal and newborn outcomes for the region, and compile data and provide quarterly reports on maternal and neonatal services for its region according to requirements recommended by the Perinatal Advisory Committee and approved by the Department of Health and the Bureau of TennCare in compliance with HIPAA.

All Regional Perinatal Centers may support clinical teams that are responsible for implementing State or National continuous quality improvement initiatives by providing advisory assistance, sharing data from the quarterly reports, disseminating information to the region, and/or aiding with financial support.

- a. The Grantee shall receive prior approval from the Bureau of TennCare to allocate no more than \$25,000.00 towards aiding in the financial support of quality improvement initiatives. Funds may be utilized to (1) upgrade data systems, (2) partially fund time that direct clinical services staff persons spend working on quality improvement initiatives, and (3) procure training or other supplies needed for the purposes of successfully implementing said initiatives for the benefit of birth outcomes in the region.
- A.12. The Bureau of TennCare agrees to work in conjunction with the Department of Health to provide programmatic support to the High Risk Perinatal Regionalization Program, including coordination of the meetings and activities of the Perinatal Advisory Committee, and collection of the data compiled on the Program Objective Reports.
- A.13. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment E, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on July 1, 2021 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million One Hundred Thirty-Nine Thousand Eight Hundred Dollars (\$1,139,800.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, 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:

Division of TennCare
Fiscal – 4 East
310 Great Circle Road
Nashville, Tennessee 37243

- 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. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

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

The Grantee:

Office of Contracts Management
Vanderbilt University Medical Center
3319 West End Avenue, Suite 100
Nashville, TN 37203-6869
Researchb.contracts@vanderbilt.edu
(Phone) 616-322-2281

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.
- 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 C shall complete Attachment D. 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 the State contact listed in D.8.

- 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. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other

security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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 Grantee by the State or acquired by the 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

Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. 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. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

- E.3. 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.

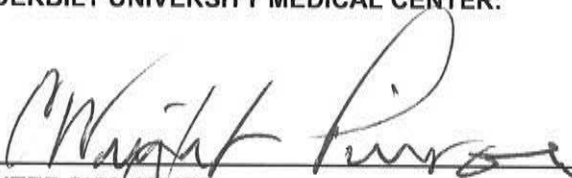
The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized 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.4. Offer of Gratuities. By signing this Grant 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 (Termination for Cause), 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.

IN WITNESS WHEREOF,

VANDERBILT UNIVERSITY MEDICAL CENTER:



GRANTEE SIGNATURE

6/28/21
DATE

C. Wright Pinson, M.D., M.B.A.

Deputy CEO and Chief Health System Officer

Vanderbilt University Medical Center

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:

Butch Eley

Digitally signed by Butch Eley

Date: 2021.06.29 09:44:07 -05'00'

BUTCH ELEY, COMMISSIONER

DATE

ATTACHMENT A

From pages 7-8 of the Tennessee Perinatal Care System Guidelines for Regionalization, Hospital Care Levels, Staffing and Facilities, latest edition.

III. SERVICES PROVIDED

Tennessee's Regional Perinatal Centers must provide the following services:

A. Consultation and Referral

1. If no other appropriate facility is available to manage significant high-risk conditions, the Regional Perinatal Center must accept all such patients regardless of financial status.
2. Telephone consultation by obstetric and newborn sub-specialists must be available to physicians and nurses within the region 24 hours a day, 7 days a week.

B. Professional Education

1. For the Staff of the Regional Perinatal Center: A program of professional education must be maintained for the staff of the Regional Perinatal Center. These programs should satisfy the educational requirements for physicians, nurses, social workers, and others who function in the administration of Level III or Level IV care.
2. For the Staff of Other Hospitals in the Region: The Regional Perinatal Center must maintain a program of professional outreach education for hospitals within its region. These programs of instruction require a staff of qualified educators to present ongoing courses to Level I, II, and III hospitals. These courses must satisfy the educational objectives set forth in the series of publications for the education of nurses and social workers published by the Tennessee Department of Health.

C. Maternal-Fetal and Neonatal Transport

The Regional Perinatal Center is responsible for maternal-fetal and neonatal transport described for Level III or Level IV facilities elsewhere in these Guidelines. Whereas the provision of these transport services is an option for Level III or Level IV units that do not function as Regional Perinatal Centers, transport services are required of a Regional Perinatal Center. Transport for the purpose of admission to the Regional Center must be made available to all patients within the state regardless of their financial status, and to patients referred from other Regional Perinatal Centers. Protocols for transport should conform to the most recent edition of the Tennessee Perinatal Care System Guidelines for Transportation, published by the Tennessee Department of Health.

D. Site Visits

The Regional Perinatal Center staff will engage in site visits upon request within its region.

E. Post-discharge Maternal Follow-up

Follow-up evaluation of selected women who are discharged from the Regional Perinatal Center should be arranged.

F. Post-discharge Neonatal Follow-up

Follow-up evaluation of selected infants who are discharged from the Regional Perinatal Center should be performed. Neonatal intensive care unit graduates who are considered high risk and those with birthweights <1500 grams should be enrolled in an organized follow-up program that tracks and records medical and neurodevelopmental outcomes to allow later analysis.

G. Data Collection

The Regional Perinatal Center must compile data (Program Objectives Report [POR]) on educational outreach that is performed as well as the region's analysis and evaluation of maternal and neonatal outcomes for quality improvement according to requirements prescribed by the Tennessee Perinatal Care System. These data are forwarded to a central facility on a regular basis. All Regional Perinatal Centers, if possible, should support clinical teams within the institution that are responsible for implementing State or National continuous quality improvement initiatives by providing advisory assistance, sharing data from the POR, disseminating information to the region, and/or aiding with financial support.

H. Perinatal Advisory Committee

The Perinatal Advisory Committee was established by statute and exists as a consultative body to advise the Department in administration and implementation of the perinatal regionalization system across Tennessee. The Committee is composed of individuals with expertise and a vested interest in the health and wellbeing of pregnant women and newborns, including the State's Title V / MCH Block Grant Director, Co-directors of each of the five perinatal centers, as well as representation from local hospitals, medical specialists in obstetrics and newborn conditions/private practice, family physicians, obstetrical and neonatal intensive care nurses, a medical school, and the general public.

(TCA § 68-1-803-804)

ATTACHMENT B

GRANT BUDGET				
Vanderbilt University Medical Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2021 END: June 30, 2022				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	\$895,700.00	0.00	\$895,700.00
4, 15	Professional Fee, Grant & Award ²	\$213,475.00	0.00	\$213,475.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$625.00	0.00	\$625.00
11, 12	Travel, Conferences & Meetings	\$30,000.00	0.00	\$30,000.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$1,139,800.00	0	\$1,139,800.00

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: <https://www.in.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B (Continued)**GRANT BUDGET LINE-ITEM DETAIL:**

Supplies	AMOUNT
General supplies related to conference prep	\$625.00
TOTAL	\$625.00

Travel	AMOUNT
OB-GYN Annual Telemedicine Conference	\$25,000.00
OB-GYN Annual High-Risk Conference	\$5,000.00
TOTAL	\$30,000.00

ATTACHMENT C**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 #.

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

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	a.
b. Funds passed through any other entity	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 D

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: _____

ATTACHMENT E

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Vanderbilt University Medical Center
Subrecipient's DUNS number	079917897
Federal Award Identification Number (FAIN)	
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government; therefore, there is no date of award.
CFDA number and name	93.778 Dept of Health & Human Services/Title XIX
Grant contract's begin date	July 1, 2021
Grant contract's end date	June 30, 2022
Amount of federal funds obligated by this grant contract	\$569,900.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	Department of Health and Human Services
Name and contact information for the federal awarding official	Center for Medicare and Medicaid Services (CMS) Regional Office 615-255-9305
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	If applicable, indirect cost is determined according to approved cost allocation plan.