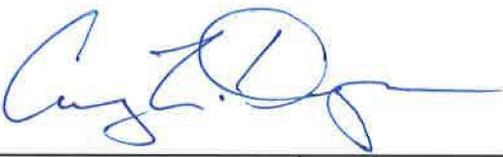




CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00015	Edison ID 32189	Contract # ID1339273	Amendment # 03		
Contractor Legal Entity Name Department of Health			Edison Vendor ID 0000000051		
Amendment Purpose & Effect(s) Extends Term and Increases Maximum Liability for FY2017					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 28,544,400.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$14,198,800.00	\$14,198,800.00			\$28,397,600.00
2014	\$14,272,200.00	\$14,272,200.00			\$28,544,400.00
2015	\$14,272,200.00	\$14,272,200.00			\$28,544,400.00
2016	\$14,272,200.00	\$14,272,200.00			\$28,544,400.00
2017	\$14,272,200.00	\$14,272,200.00			\$28,544,400.00
TOTAL:	\$71,287,600.00	\$71,287,600.00			\$142,575,200.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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)		Account Code (optional)			



**AMENDMENT #3 TO CONTRACT #32189
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
DEPARTMENT OF HEALTH**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare hereinafter referred to as the "State" or "TennCare" and Department of Health, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section B.1 is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2017. The Contractor hereby acknowledges and affirms that the Procuring State Agency shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

2. 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 Procuring State Agency under this Contract exceed Twenty-Eight Million Three Hundred Ninety- Seven Thousand Six Hundred Dollars (\$28,397,600.00) for FY '13, Twenty-Eight Million Five Hundred Forty-Four Thousand Four Hundred Dollars (\$28,544,400.00) for FY '14, Twenty-Eight Million Five Hundred Forty-Four Thousand Four Hundred Dollars (\$28,544,400.00) for FY '15, Twenty-Eight Million Five Hundred Forty-Four Thousand Four Hundred Dollars (\$28,544,400.00) for FY '16, and Twenty-Eight Million Five Hundred Forty-Four Thousand Four Hundred Dollars (\$28,544,400.00) for FY '17, with a total maximum liability for this contract of One Hundred Forty-Two Million Five Hundred Seventy-Five Thousand Two Hundred Dollars (\$142,575,200.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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).

The revisions set forth herein shall be effective June 30, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,



TENNESSEE DEPARTMENT OF HEALTH:

John J. Dreyzehner, MD, MPH / 4.6.16
CONTRACTOR SIGNATURE / JD DATE

John J. Dreyzehner, MD, MPH, FACOEM, Commissioner

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:

Larry B. Martin / 4/7/16
Larry B. Martin, Commissioner DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00015	Edison ID 32189	Contract # ID1339273	Amendment # 02
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Contractor Legal Entity Name Department of Health	Edison Vendor ID 0000000051
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Amendment Purpose & Effect(s)
Extends Term and increases Maximum Liability

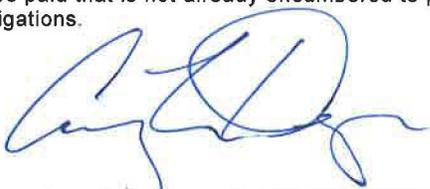
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	End Date: June 30, 2016
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TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$28,544,400.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$14,198,800.00	\$14,198,800.00			\$28,397,600.00
2014	\$14,272,200.00	\$14,272,200.00			\$28,544,400.00
2015	\$14,272,200.00	\$14,272,200.00			\$28,544,400.00
2016	\$14,272,200.00	\$14,272,200.00			\$28,544,400.00
TOTAL:	\$57,015,400.00	\$57,015,400.00			\$114,030,800.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

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.



CPO USE

Speed Chart (optional)	Account Code (optional)
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**AMENDMENT #2 TO CONTRACT #32189
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
DEPARTMENT OF HEALTH**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare hereinafter referred to as the "State" or "TennCare" and Department of Health, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Sections A.2.e., A.3.d., A.3.e. and A.4 are deleted in their entirety.
2. Contract Section A.7 is deleted in its entirety and replaced with the following:
 - A.7 The Contractor shall submit separate reports on all activities funded under this Contract in a mutually agreed upon format approved by TennCare. The following reports shall be submitted no more than thirty (30) days after the end of the reporting period:
 - a. per Contract section A.3., in a format to be agreed to by both parties no later than thirty (30) days after the effective date of this Contract, provide quarterly reports detailing the number and type of services provided to members by TDH region, and
 - b. per Contract section A.5, provide a quarterly report detailing the number of EPSDT screens delivered by age group and TDH region.
3. Contract Section B.1 is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2016. The Contractor hereby acknowledges and affirms that the Procuring State Agency shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
4. 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 Procuring State Agency under this Contract exceed Twenty-Eight Million Three Hundred Ninety- Seven Thousand Six Hundred Dollars (\$28,397,600.00) for FY '13, Twenty-Eight Million Five Hundred Forty-Four Thousand Four Hundred Dollars (\$28,544,400.00) for FY '14, Twenty-Eight Million Five Hundred Forty-Four Thousand Four Hundred Dollars (\$28,544,400.00) for FY '15, and Twenty-Eight Million Five Hundred Forty-Four Thousand Four Hundred Dollars (\$28,544,400.00) for FY '16, with a total maximum liability for this contract of One Hundred Fourteen Million Thirty Thousand Eight Hundred Dollars (\$114,030,800.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.



Required Approvals. The State is not bound by this Amendment until it is signed by the contract pa and approved by appropriate officials in accordance with applicable Tennessee laws and regulation (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).

The revisions set forth herein shall be effective June 30, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TENNESSEE DEPARTMENT OF HEALTH:

John J. Dreyzehner, MD, MPH / 5.26.16
CONTRACTOR SIGNATURE / DATE

John J. Dreyzehner, MD, MPH, FACOEM, Commissioner

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:

Larry B. Martin/co 5/26/2015
Larry B. Martin, Commissioner DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00015	Edison ID 32189	Contract # ID1339273	Amendment # 01
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Contractor Legal Entity Name Department of Health, Bureau of Health Services	Edison Vendor ID 0000000051
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Amendment Purpose & Effect(s)
Increases Maximum Liability for the continued provision of TennCare Care Coordination Services

Amendment Changes Contract End Date: YES NO **End Date:** June 30, 2015

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 293,600.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$14,198,800.00	\$14,198,800.00			\$28,397,600.00
2014	\$14,272,200.00	\$14,272,200.00			\$28,544,400.00
2015	\$14,272,200.00	\$14,272,200.00			\$28,544,400.00
TOTAL:	\$42,743,200.00	\$42,743,200.00			\$85,486,400.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

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.



CPO USE

Speed Chart (optional)	Account Code (optional)
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**AMENDMENT #1 TO CONTRACT #32189
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
 BUREAU OF TENNCARE
 AND
 DEPARTMENT OF HEALTH**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare hereinafter referred to as the "State" or "TennCare" and Department of Health, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. 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 Procuring State Agency under this Contract exceed Twenty-Eight Million Three Hundred Ninety- Seven Thousand Six Hundred Dollars (\$28,397,600.00) for FY '13, Twenty-Eight Million Five Hundred Forty-Four Thousand Four Hundred Dollars (\$28,544,400.00) for FY '14 and Twenty-Eight Million Five Hundred Forty-Four Thousand Four Hundred Dollars (\$28,544,400.00) for FY '15, with a total maximum liability for this contract of Eighty-Five Million Four Hundred Eighty-Six Thousand Four Hundred Dollars (\$85,486,400.00) The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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).

The revisions set forth herein shall be effective April 30, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TENNESSEE DEPARTMENT OF HEALTH:

John J. Dreyzehner, MD MPH / 4.23.14
 CONTRACTOR SIGNATURE / DATE

John J. Dreyzehner, MD, MPH, FACOEM, Commissioner

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)



TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:

Larry B. Martin / cd

Larry B. Martin, Commissioner

4/24/2014

DATE



CONTRACT

(fee-for-service contract between state agencies- NOT including the University of Tennessee or Board of Regents colleges and universities)

Begin Date July 1, 2012	End Date June 30, 2015	Agency Tracking # 31865-00015	Edison ID 32189
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Contractor Agency Name
Department of Health, Bureau of Health Services

Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA # 93.778 Dept of Health & Human Services/Title XIX
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Service Caption
Provision of TennCare Care Coordination Services

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$14,198,800.00	\$14,198,800.00			\$28,397,600.00
2014	\$14,198,800.00	\$14,198,800.00			\$28,397,600.00
2015	\$14,198,800.00	\$14,198,800.00			\$28,397,600.00
TOTAL:	\$42,596,400.00	\$42,596,400.00			\$85,192,800.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

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. 	OCR USE - ID ID1339273
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Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
DEPARTMENT OF HEALTH**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "Procuring State Agency" or "TennCare" and Department of Health, hereinafter referred to as the "Contractor," is for the provision of TennCare related services, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. TennCare authorizes and designates the Contractor and its contracted metropolitan health departments to assist in the administration of the TennCare program authorized under Title XIX of the Social Security Act. The Contractor, through a statewide network of local health departments, shall perform patient advocacy services including provision of information regarding the TennCare program, assistance with the application process, education concerning proper utilization of the managed care system, assistance in obtaining appropriate referrals and prior authorization for services, and assistance in locating providers for various types of services. The Contractor shall provide these services through personal contacts in clinic settings, home visits when needed in unusual circumstances, and by phone calls and/or written communications. Specific examples of such advocacy services shall include, but not be limited to:
- a. explaining to enrollees in simple terms the TennCare program and its benefits;
 - b. assisting TennCare enrollees, when needed, in accessing TennCare benefits, scheduling medical appointments and accessing enrollee transportation;
 - c. assisting TennCare enrollees, when needed, in filing appeals to obtain TennCare covered benefits;
 - d. answering enrollee questions and helping them to better understand the TennCare program, materials the enrollee receives from TennCare or the managed care organization (MCO) and helping the enrollee better understand MCO requirements, and
 - e. providing interpreter services to support clinical and advocacy services to TennCare enrollees.
- A.3. The Contractor, through a network of local health departments, shall deliver population specific outreach and care coordination services as noted below:
- a. presumptive eligibility determinations for pregnant women and teens, including providing assistance in scheduling a first prenatal visit;
 - b. presumptive eligibility determinations for females with breast or cervical cancer, including breast and cervical cancer screening tests for uninsured low income women over the age of forty (40);



- c. care coordination for high risk newborns, children, pregnant women and pregnant teens per care coordination guidelines mutually agreed to by the Contractor and TennCare;
 - d. environmental lead investigations and care coordination for children < 6 with blood lead levels (BLL) > 20 mg/dl, and
 - e. annual estimates of the immunization status of TennCare and non-TennCare children by the age of 24 months.
- A.4. The Contractor shall provide data to TennCare which will facilitate analysis of TennCare specific data from the perspective of population-based indicators, such as infant mortality, low birth weight, adequacy of prenatal care services, morbidity and mortality from disease and injury, immunization status of children, adolescent pregnancy rates and lead toxicity in children.
- A.5. The Contractor shall develop and maintain an infrastructure capable of delivering Early, Periodic, Screening, Diagnosis and Treatment (EPSDT) well-child services in ninety-five (95) counties, including assuring the availability and accessibility of trained staff and the purchase of any equipment needed to facilitate the delivery of high quality services.
- A.6. The Contractor agrees to the following additional responsibilities and obligations under this Contract:
- a. document the allocation to Title XIX based on the cost allocation plan attached to this contract as Attachment 1;
 - b. instruct its staff in the responsibilities contained in this contract and provide the training and monitoring necessary to assure the required cost allocation documentation;
 - c. provide its staff and its designated contract agencies any other advice and instructions that TennCare provides in writing to Contractor related to the proper and efficient conduct of the activities described in this contract;
 - d. provide to TennCare the annual statewide results of the Resource Based Relative Value System governing its allocations to Title XIX and other federal programs in accordance with Attachment 1, and
 - e. provide to TennCare a contact person for functions related to this contract in each of the following areas by July 31 of each year the contract is in force:
 - (1) Program Operations
 - (2) Fiscal
 - (3) Reports
- A.7. The Contractor shall submit separate reports on all activities funded under this Contract in a mutually agreed upon format approved by TennCare. The following reports shall be submitted no more than thirty (30) days after the end of the reporting period or, for the 24-month old immunization survey, at the time the survey is published by the Tennessee Immunization Program:
- a. per Contract sections A.2 and A.3., in a format to be agreed to by both parties no later than thirty (30) days after the effective date of this Contract, provide quarterly reports detailing the number and type of services provided to members by TDH region ;
 - b. per Contract section A.4., annually provide complete birth and death files for data linkage and results of the twenty-four (24)-month old immunization survey conducted by the Contractor, and



- c. per Contract section A.5, provide a quarterly report detailing the number of EPSDT screens delivered by age group and TDH region.

A.8. TennCare shall provide the following responsibilities and obligations under this contract:

- a. provide the Contractor with the claims categories and other information regarding expenditures data required for billing to TennCare;
- b. provide the non-federal matching funds for the Title XIX funds to be claimed for health-related administrative activities;
- c. provide the Contractor with reports to assist in the performance of outreach and advocacy services, and
- d. at TennCare's discretion, perform random on-site audits to be performed to substantiate level of services billed by reviewing documentation.

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2015. The Contractor hereby acknowledges and affirms that the Procuring State Agency shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Procuring State Agency under this Contract exceed Twenty-Eight Million Three Hundred Ninety- Seven Thousand Six Hundred Dollars (\$28,397,600.00) for FY '13, Twenty-Eight Million Three Hundred Ninety- Seven Thousand Six Hundred Dollars (\$28,397,600.00) for FY '14 and Twenty-Eight Million Three Hundred Ninety- Seven Thousand Six Hundred Dollars (\$28,397,600.00) for FY '15, with a total maximum liability for this contract of Eighty-Five Million One Hundred Ninety-Two Thousand Eight Hundred Dollars (\$85,192,800.00) The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.2. Compensation Firm. The payment rates and the maximum liability of the Procuring State Agency under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be reimbursed for Title XIX services at actual cost incurred to provide services for designated population. The actual cost determination methods will be reviewed and approved by TennCare and such compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A and Attachment 1.



- C.4. Travel Compensation. Compensation to the Contractor 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.

The Contractor must provide a complete itemization of travel compensation requested in accordance with and attaching documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

- C.5. Payment of Invoice. A payment by the Procuring State Agency shall not prejudice the Procuring State Agency's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Procuring State Agency shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Procuring State Agency, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The Procuring State Agency reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the Procuring State Agency any amounts, which are or shall become due and payable to the Procuring State Agency by the Contractor.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Procuring State Agency is not bound by this Contract 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).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the 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 Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the Procuring State Agency exercise this provision, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Contractor exercise this provision, the Procuring State Agency shall have no liability to the Contractor except for those units of service which can be effectively used by the Procuring State Agency. The final decision as to what these units of service are, shall be determined by the Procuring State Agency.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the Procuring State Agency shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Procuring State Agency. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.



- D.6. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Procuring State Agency as requested.
- D.7. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.8. State Liability. The Procuring State Agency shall have no liability except as specifically provided in this Contract.
- D.9. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.10. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Procuring State Agency:

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

The Contractor:
Tennessee Department of Health
Community Health Services
425 Fifth Avenue North
Nashville, TN 37247-4501
Phone: (615) 741-8618
Fax: (615) 532-2785

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Procuring State Agency reserves the right to terminate the Contract upon written



notice to the Contractor. Said termination shall not be deemed a breach of Contract by the Procuring State Agency. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. 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 Contractor by the Procuring State Agency or acquired by the Contractor on behalf of the Procuring State Agency shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

- E.5. HIPAA and HITECH Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) under the American Recovery and Reinvestment Act of 2009 (ARRA) and their accompanying regulations, and as amended.

Contractor warrants to the State that it is familiar with the requirements of HIPAA and HITECH and their accompanying regulations, and shall comply with all applicable HIPAA and HITECH requirements in the course of this Contract including but not limited to the following:

1. Compliance with the Privacy Rule, Security Rule, Notification Rule;
2. The creation of and adherence to sufficient Privacy and Security Safeguards and Policies;
3. Timely Reporting of Violations in the Access, Use and Disclosure of PHI; and
4. Timely Reporting of Privacy and/or Security Incidents.

Contractor warrants that it shall cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and HITECH and their accompanying regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA and HITECH.



The State and the Contractor shall sign documents, including but not limited to business associate agreements, as required by HIPAA and HITECH and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA and HITECH.

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

E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.7. Lobbying. The Contractor 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor 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 section 1352, title 31, *U.S. Code*.

E.8. Debarment and Suspension. The Contractor 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 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the Procuring State Agency 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.

- E.9. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); 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 subawards); 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 section 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>).

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 Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 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 Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

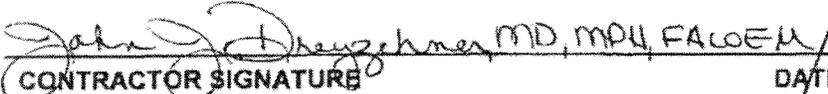
The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance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

- E.12. State and Federal Compliance. The Contractor agrees to comply with all applicable federal and state laws, policies, rules and regulations, consent decrees and court orders, including, but not limited to, Constitutional provisions regarding due process and equal protection of the laws.
- E.13. Offer of Gratuities. By signing this contract, the Contractor 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 Contract. This Contract may be terminated by TennCare as provided in Section D.4, if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Contractor, its agent, or employees.



IN WITNESS WHEREOF:

TENNESSEE DEPARTMENT OF HEALTH:


5.30.12

 CONTRACTOR SIGNATURE DATE
gc

John J. Dreyzehner, MD, MPH, FACOEM, Commissioner

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY

TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:


May 31, 2012

 Mark A. Emkes, Commissioner DATE



ATTACHMENT 1

COST ALLOCATION PLAN FOR TENNCARE RELATED SERVICES

Rural Health Department Costs:

- (1) Costs that can be directly charged to one (1) or more programs associated with items A.1 – A.7 in the scope of services of this contract will be charged to the correct task profile and/or speedchart as identified in the chart of accounts of Contractor.
- (2) Costs that cannot be directly charged to one (1) or more programs associated with items A.1 – A.7 in the scope of services of this contract will be allocated based on the Resource Based Relative Value Scale.
 - a. Activities will be recorded as procedure codes on Encounter Forms and entered into the Patient Tracking and Billing Management Information System (PTBMIS).
 - b. Relative Value Unit (RVUs) will be assigned to each procedure code in PTBMIS. Each month the RVUs for each program will be summed and converted to a percentage of the total RVUs.
 - c. State salaries and benefits and administrative overhead costs will be allocated to each program based on these RVU percentages.
 - d. Rural health department contract employee costs will be reported monthly and also allocated based on RVU percentages.
 - e. Departmental (i.e. Central Office) indirect cost will be calculated using the current and approved indirect cost rate.

Other Contract Costs:

Metro health departments will be responsible for identifying the cost associated with each claim category and the applicable cost with the programs described in items A.1 – A.7 in the scope of services of the contract. Metros shall have an acceptable cost allocation plan to ensure accurate billing and must maintain the appropriate documentation to support all costs. Metros that have an approved indirect cost plan may also apply the appropriate indirect cost rate.