



PSYCHIATRIC SUPERVISION SERVICES RFP

I. Background and Purpose.

Healing Hands Health Center, Inc. (“HHHC”) is a party to a Grant Contract with the State of Tennessee Department of Health pursuant to which HHHC will implement integrated mental/behavioral health in their clinical primary care setting. The State of Tennessee has received funding for this Grant Contract pursuant to an award from the United States Department of Treasury.

HHHC provides affordable, community-supported care that allows individuals from the Appalachian Highlands Region with limited insurance coverage to restore their quality of life. For over 25 years, HHHC has been and continues to be committed to identifying and filling the gaps in health care services with the intention of improving health equity among the population we serve. To be eligible to receive services, a patient’s income must be at or below 250% of the Federal Poverty Level where rates of mental illness are higher than the national average. This patient population also has higher rates of hypertension, diabetes, obesity, and cardiovascular disease.

In response to a community needs assessment as well as enormous patient demand, Healing Hands Health Center received funding from the TDH Healthcare Resiliency Practice Transformation and Extension grant to develop and implement a comprehensive integrated behavioral health program focused on increasing access to essential mental health services. This program will move patients with mental illness, substance use disorder, and overwhelming stress and strain toward mental wellness and stability so they may have improved quality of life and make positive contributions to the community. This project is modeled after our 25 years strong healthcare delivery framework for providing medical and dental care to the most vulnerable residents of the Appalachian Highlands Region. The program, managed by a Psychiatric Mental Health Nurse Practitioner, will begin with appropriate screening and patient diagnosis and development of individual treatment plans tailored to the needs of each patient. This resiliency focused program will ensure patients have their mental health needs met as evidenced by comprehensive services provided by qualified professionals on site who are available in a reasonable timeframe and affordable. This process is focused on equipping patients with the tools they need for successfully managing mental crises, moving patients through mental health services that patients report meets their needs with the goal to achieve independent management of mental health and stability for productive living. Ultimately, we expect this program will decrease the amount of people living with active substance use disorder and/or untreated mental illness in our community.

This Request for Proposals (“RFP”) is to contract for supervising psychiatry services. HHHC seeks a qualified psychiatrist to supervise the Psychiatric Mental Health Nurse Practitioner.

II. RFP Background.

This RFP provides a description of the services required, minimum qualifications of offerors, the criteria by which offerors will be competitively evaluated, and instructions for proposal submission.

This RFP is competitive. Contingent upon and subject to the prior approval of the Tennessee Department of Health, HHHC expects to award a one-year contract with a subsequent one-year option period. It is anticipated that the term of this contract will begin on or about June 1, 2024 and if the option is exercised the contract term will end on or about June 30, 2026.

The terms and conditions of the contract to be awarded will be substantially similar in to those in the sample collaboration agreement attached as Exhibit B.

HHHC reserves the right to make no award under this RFP, and the right not to contract with any offeror apparently selected for award at the end of the competitive process. This RFP should not be construed by any offeror as a promise by HHHC to contract under any circumstances.

Questions about this RFP may be submitted in writing. Any questions about this RFP should be addressed to Corey Smith, Director of Clinic Operations at corey@healinghandshealth.org or 423-573-0696. Questions will be answered by sharing the question and HHHC's response with all offerors, with the inquirer's identifying information removed.

IV. General Statement of Work.

HHHC seeks a qualified psychiatrist to supervise the Psychiatric Mental Health Nurse Practitioner for the duration of the grant contract between the State of Tennessee, Department of Health and Healing Hands Health Center, Inc. Clinical supervision requirements include:

1. To supervise and monitor the Psychiatric Mental Health Nurse Practitioner. Supervision does not require the continuous and constant presence of the supervising physician; however, the supervising physician must be available for consultation at all times or shall make arrangements for a substitute physician to be available.
2. The supervising physician and/or substitute supervising physician shall have experience and/or expertise in the same area of medicine as the certified nurse practitioner. For this grant purposes the field of expertise shall be in Psychiatry/Behavioral Health.
3. The supervising physician or a substitute supervising physician must possess a current, unencumbered license to practice in the state of Tennessee.
4. The supervising physician's name and contact information must be listed on any prescriptions written by the nurse practitioner. The physician's signature is not required.
5. Protocols are required and:
 - (a) Shall be jointly developed and approved by the supervising physician and nurse practitioner;
 - (b) Shall outline and cover the applicable standard of care;
 - (c) Shall be reviewed and updated biennially;
 - (d) Shall be maintained at the practice site;

- (e) Shall account for all protocol drugs by appropriate formulary;
 - (f) Shall be specific to the population seen;
 - (g) Shall be dated and signed; and
 - (h) Copies of protocols and formularies shall be maintained at the practice site and shall be made available upon request for inspection by the respective boards.
6. The supervising physician shall be responsible for ensuring compliance with the applicable standard of care under (5.). Additionally, the supervising physician shall develop clinical guidelines in collaboration with the certified nurse practitioner to include a method for documenting consultation and referral.
 7. Once every ten business days, the supervising physician must review the nurse practitioner's charts when medically indicated; when prescriptions written by the certified nurse practitioner fall outside of the protocols when requested by the patient; or when a controlled medication has been prescribed.
 8. The supervising physician is responsible for reviewing at least 20% of the NP's charts every 30 days.
 9. Any prescription written and signed, or drug issued by a nurse practitioner under the supervision and control of a supervising physician shall be deemed to be that of the nurse practitioner.
 10. Eligible certified nurse practitioners shall use numbers assigned to them by the DEA when prescribing controlled substances.
 11. The supervising physician will be provided with login information to access the PMNHP's patients Electronic Health Records through Athena.
 12. The supervising physician will spend approximately 30 hours per month overseeing the PMHNP with 8 hours on-site and must be available for consultation at all times via phone calls, text messages, or emails. *(HHHC has asked TDH to amend the on-site requirement, awaiting approval.)*
 13. The supervising physician will submit monthly service reports to include chart reviews, practice notes regarding standard of care, and documentation of site visits.
 14. The supervising physician will be listed as the Supervising Physician on the Advanced Practice Registered Nurse Notice and Formulary with the State of Tennessee Department of Health.
 15. The Supervising Physician will be responsible for supplying his or her own professional liability insurance that will cover the scope of services furnished under the awarded contract.

V. Minimum Qualifications of Offerors.

No award will be made to any Offeror that does not meet the following criteria. The offeror's proposals are expected to provide sufficient information to demonstrate compliance. Failure to do so may result in rejection of the proposal.

- A. The psychiatrist must be licensed and qualified to provide supervising services in the State of Tennessee.
- B. Any individuals or entities performing work under any contract resulting from this RFP must not be an excluded party as defined under 2 C.F.R. Part 180. Additionally, neither the individuals or entities performing work under any contract resulting from this RFP may be excluded from participation in State of Tennessee grants or contracts.
- C. The certification provided at Appendix A of this RFP must be provided with the proposal.
- D. Offerors must be compliant with the Federal and State Compliant Terms in Exhibit A to the extent those terms are applicable.

VI. Evaluation Factors.

HHHC will select the proposal that is most advantageous to its organization, projects, and programs. The following factors will be considered in selecting the awardee:

- A. Experience. Beyond the minimum experience level set forth in the minimum qualifications, experience with supervising psychiatric mental health nurse practitioner is an important factor in selecting the Supervising Psychiatrist.
- B. Professional Capacity. Beyond the minimum licensing requirements set forth above, capacity to conduct the work effectively and in a timely and responsive manner is an important factor in award. Proposed scheduling and procedures for interaction with HHHC and responsiveness may be considered. Other capacity information provided by Offerors may be considered.
- C. Technical Approach. Offeror's described approach to the work performed will be evaluated, taking into consideration any aspects of such approach which appear particularly advantageous or disadvantageous to HHHC. Offeror's proposal will be evaluated against the expectations of the General Statement of Work ("SOW") provided in the RFP.
- D. Price. This is a firm-fixed-price service contract. Payment shall be made in the amount of \$3,000 per month upon the supervising psychiatrist's completion of work described in the scope of services for the remainder of the grant contract to conclude

on 06/30/2026. Subject to HHHC’s right to reject nonconforming work, HHHC shall make payment upon completion of work within thirty (30) days of receipt of the monthly service report submitted to the HHHC Director of Clinic Operations. This is an independent contractor position. The contracted person and/or organization will receive a 1099-NEC.

Offerors should expect that multiple Offerors will submit proposals demonstrating considerable experience and capacity.

Notwithstanding the foregoing, no award will be made to any Offeror that fails to meet the minimum qualifications described above.

VII. Proposal Instructions.

A. Content.

Offerors are encouraged to submit concise and direct proposals. There is no page limit or specific format, however “brochuremanship” is discouraged. Please address all areas listed below and ensure that compliance with the Minimum Qualifications stated above is evidenced. Offerors should keep the General SOW and Evaluation Factors in mind as they prepare their proposals.

1. Narrative. Provide a narrative description of your entity or individual experience. At a minimum:
 - (i) Describe your experience in performing similar types of work.
 - (ii) Describe any known conflicts of interest or potential conflicts of interest. If no expected conflicts of interest are known, say so. Provide a description of your approach to addressing conflicts of interest.
2. Biographies / Resumes. Provide a biography or resume for each individual who will be directly involved in performing the Scope of Work.
3. References. References are not required, but are encouraged. No more than five references are requested. Offerors are encouraged to provide references from entities similar to HHHC.
4. Certification. The certification form attached as Appendix A to this RFP must be signed and submitted. Please note that paragraph 1 of the form requires Offeror to review and respond.

B. Submission Deadline and Process.

All proposals shall be submitted by email, with proposals attached in Adobe PDF format, to Corey Smith, Director of Clinic Operations, corey@healinghandshealth.org no later than 5:00pm (EST) on Wednesday, May 9, 2024.

Late proposals will generally be rejected. However, HHHC reserves the right to consider late proposals where it, in its sole discretion, determines that such consideration is advantageous to HHHC .

HHHC reserves the right to contact some or all Offerors to discuss their proposals.

HHHC expects to make a selection decision no later than Wednesday, May 15, 2024, subject to negotiation of final specific terms of an acceptable contract as described below.

HHHC will make reasonable efforts to notify unsuccessful Offerors when they have been removed from consideration in this competitive procurement.

VIII. Successful Offeror and Negotiation of Specific Final Terms of Agreement.

Selection for award under this RFP will not constitute immediate acceptance of the successful Offeror's proposal. HHHC intends to negotiate specific final terms of any final agreement with the successful Offeror. Offerors should understand and expect that it is anticipated that the collaboration agreement awarded will be substantially similar to the sample contract attached hereto as Exhibit B.

The terms of the successful Offeror's proposal and demonstration of the Offeror's qualifications and experience are of critical importance in evaluating competitive offers, however, and failure to adhere to offered terms in the process of negotiating final specific terms may result in HHHC altering its initial selection decision.

Appendix A

Certification

Offeror hereby certifies as follows:

1. Notwithstanding anything to the contrary in Offeror's engagement agreement, the terms required by the "General Statement of Work" set forth in HHHC's RFP are hereby incorporated into Offeror's proposal, and shall govern. The only exceptions to the foregoing statement are as specifically listed here:

None

2. Neither Offeror nor any of the personnel that would perform work under any contract resulting from this proposal are excluded parties as defined at 2 C.F.R. Part 180.
3. Neither Offeror nor any of the personnel that would perform work under any contract resulting from this proposal are excluded from participating in contracts or grants awarded by the State of Tennessee.
4. If successful, Offeror can and will submit to HHHC a "Byrd Anti-Lobbying Amendment" Certification, and, if required, OMB Standard Form LLL.

This certification is offered as part of Offeror's proposal and is intended to be included in/incorporated into the terms and conditions of any resulting contract.

Print Name:
Title:

Date:

EXHIBIT A
REQUIRED FEDERAL AND STATE COMPLIANT TERMS

- 1. Funding Agency and Type.** This Contract is funded through a grant from the state of Tennessee which in turn is a recipient of federal funding from the Department of Treasury. As such, certain specific terms are required as set forth herein.
- 2. Whistleblower Protection.** This Contract is subject to the whistleblower protection provisions of 41 U.S.C. § 4712.
- 3. Fly America Act.** Any foreign travel funded under this Contract shall be carried out in a manner consistent with the restrictions of the Fly America Act, 40 U.S.C. § 40118. Provider should contact HHHC with any questions regarding compliance.
- 4. Domestic Preference to the Extent Practicable.** To the greatest extent practicable for work under this Contract, Provider shall use goods, manufactured products, or materials produced in the United States. For purposes of this clause, “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products, concrete, glass (including optical fiber), and lumber. For purposes of this clause, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial smelting stage through the application of coatings, occurred in the United States.

5. Certification Regarding Lobbying (“Byrd Anti-Lobbying Amendment”). Provider’s representative certifies to the best of his or her knowledge and belief that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of Provider, 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 Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract.

(b) If any funds other than federal 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 or the federal grant/cooperative Contract funding this Contract, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) Provider shall require that the language of this certification be included all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(d) No funds under this Contract shall be used for lobbying federal, state, or local officials.

6. Clean Air Act and Clean Water Act. If this Contract is valued in excess of \$150,000, Provider shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and Clean Water Act (33 U.S.C. § 1251 *et seq.*). Violations must be reported to the HHHC, the federal funding agency listing in paragraph 1 above, and the local Regional Office of the Environmental Protection Agency.

7. Drug Free Workplace. Provider shall comply with the Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

8. Text Messaging While Driving. In accordance with Executive Order (“E.O.”) 13513, Provider is encouraged to implement workplace restrictions on text messaging while driving. Provider shall prohibit its employees from text messaging while driving, as defined within E.O. 13513, at all times when such employees are working in furtherance of this Contract.

9. Section 889 Compliance. Provider is prohibited, in performance of this Contract, from providing the HHHC any equipment, service or system that uses, as a substantial component, covered telecommunications equipment or services. “Covered telecommunications equipment” is defined at Section 889 of Public Law 115-232 (Aug. 13, 2018) and 2 C.F.R. § 200.216 to include the equipment and services of Huawei Technology Company and ZTE Corporation as well as that of certain other entities and their affiliates. If Provider determines, during the term of this Contract or during a period extending for one (1) year after the end of the term, that it failed to comply with this prohibition, it shall promptly notify the HHHC and replace the noncompliant equipment or service with compliant equipment or services at no additional cost to the HHHC.

10. Public Notices and Publications. Provider shall not issue any public statements regarding the work performed under this Contract without prior approval of the HHHC. All notices, informational pamphlets, press releases, research reports, signs and similar public notices prepared and released by the Provider in relation to this Contract shall include the statement “This project is funded under a Grant Contract with the State of Tennessee.” All notices by Provider in relation to this Contract shall be approved by HHHC. All publications produced with funds under this Contract must display the following language, “This project [is being] [was] supported in whole or in part, by federal award number [enter project FAIN] awarded to the Tennessee Department of Health by the U.S. Department of the Treasury.”

11. HIPAA Compliance. Provider 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 Contract.

12. Records. (a) Provider shall maintain documentation for all charges under this Contract. The books, records, and documents of Provider insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon notice by the HHC, the State of Tennessee, the Comptroller of the Treasury, or their duly appointed representative. (b) 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 Government Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting Guides. (c) In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with the US OMB's Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards. (d) The Provider shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury. The Provider 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 Provider 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 Tennessee State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

13. Debarment and Suspension. Provider certifies to the best of its knowledge and belief that its current and future principals, its current and future subcontractors and its principles: (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 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 grand 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 year period preceding this Contract had one or more public transactions (federal, state, or local) termination for cause or default. Provider shall provide immediate written notice to the HHC if at any time it learns 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 in sections (a) through (d) herein.

14. Non-discrimination. Provider agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 and the Department of Treasury's implementing regulations at 31 C.F.R. Part 22. Provider agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider 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 Provider shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. Provider further agrees to comply with the following:

The Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities.

15. Public Accountability. If the Provider is subject to Tenn. Code. Ann 8-4-401 et seq., or if this Contract involves the provision of services to citizens by the Provider on behalf of the State, the Provider agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Provider 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 (11) inches in height and seventeen (17) inches in width stating:

NOTICE. THE 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 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 Provider, provide Provider with any necessary signs.

EXHIBIT B

SAMPLE PROVIDER COLLABORATION AGREEMENT

This PROVIDER COLLABORATION AGREEMENT (the “Agreement”) is entered into by and between Healing Hands Health Center, Inc. (“HCCN”) and **TBD** (“Provider” (HHHC and Provider are each individually a “Party” and collectively “the Parties”). The effective date of this Agreement is June 1, 2024 (the “Effective Date”).

WITNESSETH

WHEREAS, HHHC is a clinic that provides medical, dental, and vision care to low-income, uninsured, and underinsured residents of the Appalachian Highlands Region;

WHEREAS, HHHC receives funding from the Tennessee Department of Health, acting as the subgrantor of State Fiscal Recovery Funds from the U.S. Department of Treasury to support the Healthcare Resiliency Practice Transformation and Extension project and in furtherance of this project HHHC seeks to establish and implement an integrated behavioral health care model into its primary care setting ;

WHEREAS, Provider is a licensed psychiatrist who possesses the requisite skills and experience to oversee HHHC’s Psychiatric Mental Health Nurse Practitioner.

WHEREAS, HHHC desires to contract with Provider to receive Provider’s professional services on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

SECTION 1: SERVICES

1.1 Scope of Services. Provider shall provide HHHC with psychiatric supervision services with respect to HHHC’s integrated behavioral health program. Provider shall devote such sufficient time, attention and energy to competently perform the Services on HHHC’s behalf. These services shall include the following:

- 1.1.1 To supervise and monitor the Psychiatric Mental Health Nurse Practitioner (PMHNP). Supervision does not require the continuous and constant presence of the supervising physician; however, the supervising physician must be available for consultation at all times or shall make arrangements for a substitute physician to be available.
- 1.1.2 The supervising physician and/or substitute physician shall have experience and/or expertise in the same area of medicine as the certified nurse practitioner. For this grant purpose the field of expertise shall be in Psychiatry/Behavioral Health.
- 1.1.3 The supervising physician or a substitute supervising physician must possess a current, unencumbered license to practice in the state of Tennessee.

- 1.1.4 The supervising physician's name and contact information must be listed on any prescriptions written by the nurse practitioner. The physician's signature is not required.
- 1.1.5 Protocols are required and
 - (a) Shall be jointly developed and approved by the supervising physician and nurse practitioner;
 - (b) Shall outline and over the applicable standard of care;
 - (c) Shall be reviewed and updated biennially;
 - (d) Shall be maintained at the practice site;
 - (e) Shall account for all protocol drugs by appropriate formulary;
 - (f) Shall be specific to the population seen;
 - (g) Shall be dated and signed and;
 - (h) Copies of protocols and formularies shall be maintained at the practice site and shall be made available upon request for inspection by the respective boards.
- 1.1.6 The supervising physician shall be responsible for ensuring compliance with the applicable standard of care under (1.1.5). Additionally, the supervising physician shall develop clinic guidelines in collaboration with the certified nurse practitioner to include a method for documenting and consultation and referral.
- 1.1.7 Once every ten (10) business days, the supervising physician must review the nurse practitioner's charts when medically indicated; when requested by the patient; when prescriptions written by the certified nurse practitioner fall outside of the protocols; or when a controlled medication has been prescribed.
- 1.1.8 The supervising physician is responsible for reviewing at least 20% of the nurse practitioner's chart every 30 days.
- 1.1.9 Any prescription written and signed, or drug issued by a nurse practitioner under the supervision and control of a supervising physician shall be deemed to be that of the nurse practitioner.
- 1.1.10 Eligible certified nurse practitioners shall use numbers assigned to them by the DEA when prescribing controlled substances.
- 1.1.11 The supervising physician will be provided with login information to access the PMHNP's patients Electronic Health Record through Athena.
- 1.1.12 The supervisor physician will spend approximately 30 hours per month overseeing the PMHNP with 8 hours on-site and must be available for consultation at all times via phone calls, text messages, or emails.
- 1.1.13 The supervising physician will submit monthly service reports to include chart reviews, practice notes regarding standard of care, and documentation of site visits.
- 1.1.14 The supervising physician will be listed as the Supervising Physician on the Advanced Practice Registered Nurse Notice and Formulary with the State of Tennessee Department of Health.
- 1.1.15 Provider will comply with all applicable state, federal, and local rules, laws, and regulations as well as industry standards and practices in Provider's profession relating to the performance of Services at HHHC
- 1.1.16 Provider will comply with HHHC's policies, procedures, and standards of care;

1.2 Substitute and Replacement Staff Members. Except as otherwise agreed by the Parties, in the event of the planned or unplanned temporary absence of Provider, Provider shall notify HHHC in advance, if possible, and make reasonable efforts to identify a substitute or replacement Provider to fill the resulting vacancy, with the understanding that any substitute Provider must be credentialed and privileged in advance of assignment, in accordance with Section 2.4 (Credentialing and Privileging).

1.3 Schedule. The Parties shall coordinate with respect to Provider's schedule in order to ensure that the appropriate level of supervision and activities are provided. The Parties understand and agree that HHHC has exclusive authority to establishing HHHC's operating hours.

1.4 Federal and State Compliance Obligations. Provider acknowledges that this Agreement may be funded in whole or in part with Tennessee Department of Health grant contract funds as a pass through entity of the U.S. Department of Treasury. Provider agrees to the comply with the terms and conditions set forth in **Exhibit A** as applicable.

SECTION 2: PROVIDER QUALIFICATIONS

2.1 Qualifications. Provider represents and warrants that the Provider is licensed and/or certified, and otherwise maintains the qualifications necessary to provide the Services herein. Provider further represents and warrants that, throughout the term of this Agreement, each Provider possesses a valid and unrestricted Drug Enforcement Agency narcotics and controlled substances authorization. Upon receiving notice, Provider shall promptly notify HHHC if Provider ceases to satisfy the requirements set forth in this Section or fails to maintain the required professional insurance coverage set forth in Section 9 (Insurance).

2.2 Background Checks. Provider has completed sufficient background checks, which must include but is not limited to criminal background checks, drug tests, fingerprinting and sex offender registry checks, and that Provider's background check is free from any crime prohibiting the provision of these Services or employment as required by applicable state regulations;

2.3 Exclusion. Provider represents and warrants that Provider: (i) is not currently listed on the government wide Excluded Parties List System in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689; (ii) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Health Care Programs"); or (iii) has not been convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs (an "Excluded Entity/Individual").

2.4 Disciplinary Event. Provider shall inform HHHC of any action, event, claim, proceeding, or investigation of the Provider about which he/she is informed (including, without limitation, any report to the National Practitioner Data Bank) instituted by any plaintiff, a government agency, a healthcare facility, a peer review organization, or Tennessee licensing body which involves any allegation of negligent conduct and/or that could result in the revocation, termination, suspension,

limitation or restriction of Provider's license/certification, or other authorization required to provide the Services (hereinafter, a "Disciplinary Event"). Upon receiving notice, Provider shall promptly notify HHHC if any Provider is subject to a Disciplinary Event.

2.5 Credentialing and Privileging. Where applicable, Provider must be (i) credentialed by HHHC in accordance with HHHC's credentialing process, with verification that he/she is and will remain appropriately licensed or certified to render the Services pursuant to this Agreement in accordance with applicable Federal, Tennessee, and local laws; and (ii) privileged by HHHC in accordance with HHHC's privileging process, based on HHHC's assessment of the individual's clinical competence and/or fitness for duty. Upon request, Provider shall promptly furnish HHHC with all necessary documentation and other information necessary for HHHC to complete its credentialing and privileging processes. Provider certifies and agrees that Provider's medical staff privileges at any health care facility are not currently and have never in the past been denied, suspended, revoked, terminated, or relinquished or made subject to terms of probation or any other restriction.

SECTION 3: HHHC OPERATIONS

3.1 Autonomous Operations. All individuals who receive services at HHHC shall be registered as HHHC patients.

3.2 Billing and Collections. HHHC will charge patients for the Services rendered by the Provider in accordance with HHHC's Patient Fee Schedule Policy. HHHC shall retain all payments collected. HHHC shall also have exclusive authority to charge third party payors for the Services rendered by Provider and shall retain all payments so collected. Provider agrees that he/she shall independently seek reimbursement from third party payors, including Medicaid, for the Services furnished on HHHC's behalf pursuant to this Agreement. If a third party payor requires Provider to bill directly for any Services furnished hereunder, Provider shall assign such payments to HHHC.

3.3 Policies and Procedures. Provider represents and warrants that Provider shall provide the Services in accordance with HHHC's clinical policies and procedures, clinical guidelines, standards of care, risk management and quality assurance standards, patient fee schedule, patient and provider grievance and complaint procedures, and HHHC's other policies, procedures and standards set forth in this Agreement (hereinafter, the "HHHC's Policies"). HHHC shall notify Provider of any new and/or revised HHHC Policies at least ten (10) days prior to their implementation. If needed, HHHC further agrees that it shall provide Provider with training regarding the HHHC Policies.

SECTION 4. MEDICAL RECORDS AND ENCOUNTER FORMS

4.1 Medical Records. Provider shall establish and maintain medical records relating to the provision of Services to HHHC's patients, which records shall be prepared in accordance with HHHC's clinical standards of care and with the level of detail required for billing and coding purposes (including the information necessary to support any particular coding, consistent with

Section 4.2 (Encounter Forms)). The Parties agree that HHHC shall retain exclusive ownership of all medical records related to the provision of Services under this Agreement.

4.2 Encounter Forms. Provider shall provide HHHC with the documents necessary for HHHC to bill patients and payors for the Services, including, but not limited to, encounter forms. Provider further agrees that all information reported in patients' encounter forms, including coding and claims information, shall be complete and accurate. Provider shall defend, hold harmless and indemnify HHHC against any and all claims, liabilities, damages, judgments, costs and expenses (including reasonable attorneys' fees and costs) asserted against, imposed upon or incurred by HHHC that arises out of, or in connection with, Provider's failure to comply with this Section 4 (Medical Records and Encounter Forms).

SECTION 5: OVERSIGHT AND QUALITY OF CARE

5.1 Oversight. HHHC, through its Executive Director and Medical Director will exercise general authority for overseeing Provider's performance under this Agreement, with the understanding that the Provider shall maintain clinical independence.

5.2 Quality of Care. Provider shall provide Services at HHHC consistent with prevailing community standards for quality of care.

5.3 Critical Incident Reporting. Provider shall provide immediate notification to HHHC of any situation or occurrence that places a patient at risk for potential harm or causes harm to a patient ("Critical Incident"). Examples of a Critical Incident include homicide (attempted or completed), suicide (attempted or completed), the unexpected death of a patient, or the abuse, neglect, or exploitation of a patient by a staff member or other provider. Notification shall be made during the business day on which Provider becomes aware of the Critical Incident or as soon as possible the next business day. Provider shall provide to HHHC all available information related to a Critical Incident at the time of notification, including: (i) a description of the event, including the date and time of the incident, the incident location, incident type, (ii) information about the individuals involved in the incident and the nature of their involvement, (iii) the patient's or other involved individuals' history with Provider, (iv) steps taken by Provider to minimize potential or actual harm, and (v) any legally required notification made by Provider. Upon HHHC's request and as additional information becomes available, Provider shall update the information provided to HHHC regarding the Critical Incident and, if requested by HHHC, Provider shall prepare a written report regarding the Critical Incident, including any actions taken in response to the incident, the purpose for which such actions were taken, any implications to Provider's delivery system, and efforts designed to prevent or lessen the possibility of future similar incidents.

5.4 Patient Complaints and Grievances. Provider shall cooperate fully with HHHC in the investigation of HHHC patient complaints and grievances by providing HHHC with information necessary for review and resolution. The information will be made available in a timely manner.

SECTION 6: COMPENSATION

- 6.1 Compensation. HHHC shall compensate Provider in accordance with **Exhibit B**.
- 6.2 Fair Market Value. The Parties agree that the compensation rates set forth in **Exhibit B** are consistent with the fair market value for the Services rendered by Provider on behalf of HHHC pursuant to this Agreement.
- 6.3 Referrals. The Parties understand and agree that nothing in this Agreement is intended to require, nor requires, nor provides payment or benefit of any kind (directly or indirectly) for, the referral of individuals or business to either Party by the other Party.

SECTION 7: CONFIDENTIALITY OF PATIENT AND BUSINESS INFORMATION

7.1 Patient Information. Provider shall maintain the privacy and confidentiality of HHHC's patient information in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160, Part 162, and Part 164 ("HIPAA") and HHHC's policies and procedures regarding the privacy and security of such information. Provider represents that, during the term of this Agreement, Provider shall not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of Provider's duties and responsibilities hereunder and shall use appropriate safeguards to prevent use or disclosure of patient information other than as provided under this Agreement. Provider shall notify HHHC in the event it becomes aware of any use or disclosure of HHHC's patient information that violates the terms and conditions of this Agreement, HHHC policies and procedures, HIPAA, or other applicable federal and state laws or regulations.

7.2 Proprietary Information. Except as is necessary in the performance of this Agreement, or as authorized in writing by a Party or by law, neither Party shall disclose to any person, institution, entity, company, or any other party, any proprietary information, professional secrets, or other information which is directly or indirectly related to the other Party that it receives in any form as a result of performing obligations under this Agreement. The Parties also agree not to disclose, except to each other, any proprietary information, professional secrets or other information obtained in any form during the course of carrying out the responsibilities under this Agreement, unless the disclosing Party receives prior written authorization to do so from the other Party or as authorized by law.

7.3 Survival. The provisions of this Section 7 (Confidentiality of Patient and Business Information) shall survive the termination or expiration of this Agreement.

SECTION 8: REPORTING AND RECORD RETENTION

8.1 Programmatic/Financial Reports: Provider shall prepare, maintain, and furnish to HHHC programmatic information and reports pertaining to services furnished by Provider pursuant to this Agreement which HHHC and/or the State of Tennessee or the U.S. Department of Treasury may

reasonably deem appropriate and necessary for the monitoring and auditing of this Agreement, in such form and with such frequency as HHHC and/or the State of Tennessee or the U.S. Department of Treasury may prescribe.

8.2 Record Retention and Access. Provider shall prepare and maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers or other records related and pertinent to this Agreement for a period of five (5) years from the date this Agreement expires or is terminated. If an audit, litigation, or other action involving the records is started before the end of the five (5) year period, Provider agrees to maintain the records until the end of the five (5) year period or until the audit, litigation, or other action is completed, whichever is later. Provider shall make available to HHHC, the Tennessee Department of Health, the U.S. Department of Treasury, and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, such financial systems, records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such systems, records, reports, books, documents, and papers are retained.

8.3 Audit. Provider agrees to assist and cooperate with HHHC regarding any 45 C.F.R. Part 75, Subpart F audit (formerly referred to as an A-133 audit) (and all audit-related requirements and responsibilities) performed in connection with the services provided by Provider on behalf of HHHC, as set forth herein.

SECTION 9: INSURANCE

9.1 Insurance Coverage. Provider agrees to secure and maintain, or cause to be secured and maintained, during the term of this Agreement, (i) policies of professional liability (malpractice, errors and omissions) insurance and/or self-insurance providing coverage of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; provided that if this insurance is prepared on a claims made form, upon termination of this Agreement, an extended reporting period (tail) shall be provided. Provider shall furnish certificates of insurance to HHHC upon request, and will give HHHC thirty (30) days' advance written notice of any material change in such insurance status.

9.2 Survival. This Section 9 (Insurance) shall survive expiration or termination of this Agreement.

SECTION 10: TERM AND TERMINATION

10.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in effect for an initial term of one year with an option to renew for another year unless terminated pursuant to this Section 10. It is anticipated that this Agreement shall not extend beyond July 1, 2026.

10.2 Termination. This Agreement may be terminated at any time upon the mutual agreement of the Parties or as follows:

10.1.1 By either Party without cause upon sixty (60) calendar days' written notice to the other Party;

10.1.2 By either Party upon written notice to the other Party in the event that the other Party materially breaches any provision of this Agreement and such breach is not cured within sixty (60) calendar days of receipt of written notice thereof; provided that if such breach cannot reasonably be cured within such sixty (60) calendar day period but could reasonably be cured within an additional sixty (60) calendar day period, the cure period shall be extended for an additional sixty (60) calendar days;

10.1.3 By either Party immediately upon written notice to the other Party in the event that the operating certificate of the other Party is revoked or suspended by the Tennessee Department of Health, or in the event that the other Party is excluded or suspended from the Medicare or Medicaid program;

10.1.4 By HHHC upon HHHC receiving notice that its grant contract with the Tennessee Department of Health has been terminated or suspended;

10.1.5 By either Party upon written notice to the other Party in the event that voluntary or involuntary proceedings in bankruptcy or insolvency are instituted by or against the other Party, or a receiver, trustee or custodian is appointed for the other Party, or an assignment for the benefit of creditors is made by the other Party, and any such proceedings are not dismissed or withdrawn within sixty (60) calendar days of filing; or

10.1.6 By either Party immediately upon written notice to the other Party in the event of such Party's dissolution or cessation of business.

10.2 Termination on Notice Under Special Circumstances. In the event that any term, covenant, condition or provision of this Agreement is likely, in the reasonable discretion of a Party, to jeopardize or interfere with such Party's: (i) licensure; (ii) participation in Medicare or Medicaid programs; (iii) in the case of HHHC only, the continued receipt of its TDH grant contract; (v) HHHC's tax exempt status; or (vi) ability to obtain, maintain, modify or amend any tax exempt financing, this Agreement shall be renegotiated so as to eliminate the violation or non-complying aspects hereof. If the Parties cannot promptly agree on such renegotiated terms, the affected Party may terminate this Agreement upon thirty (30) calendar days' written notice to the other Party.

10.3 Effect of Termination. Unless otherwise provided in this Agreement, upon termination or expiration of this Agreement, neither Party shall have any further obligations hereunder, except for (i) obligations arising prior to the date of termination or expiration which remain unsatisfied as of the date of termination or expiration, and (ii) obligations or covenants which expressly or necessarily extend beyond the term of this Agreement.

SECTION 11: DISPUTE RESOLUTION

Any dispute between the Parties to this Agreement concerning the subject matter of this Agreement shall first be resolved by informal discussions between the Parties, subject to good cause exceptions, including, but not limited to, any action by either Party seeking injunctive relief or any other disputes determined by either Party to require immediate relief (*i.e.*, circumstances under which an extended resolution procedure may endanger the health and safety of patients). Any dispute that has failed to be resolved by informal discussions between the Parties within a reasonable period of time of the commencement of such discussions, not to exceed thirty (30) days, may be resolved through any and all means available.

SECTION 12: SURVIVAL

All covenants and agreements which by their respective terms are intended to survive the consummation of the transaction contemplated by this Agreement shall survive such consummation in accordance with their respective terms and conditions.

SECTION 13: HEALTH CARE BUSINESS

Nothing in this Agreement shall be construed as an offer or payment of any cash and/or other remuneration by a Party to the other Party, whether directly or indirectly, overtly or covertly, for patient referrals, or for recommending or arranging the purchase, lease or order of any item or service, paid for, in whole or in part, by a federal or Tennessee health care program. Subject to any valid third party healthcare payors' restriction(s), it is understood and agreed that all health care professionals employed by or contracting with either Party shall retain sole and absolute discretion to refer to, and to advise patients that they may request referral to, any provider that best meets the health needs of such patients, based on the professional judgment of such health care professional.

SECTION 14: NOTICE

Any and all notices, designations, consents, offers, acceptances or other communication required to be given under this Agreement shall be in writing and delivered to the following addresses:

If to HHHC: **245 Midway Medical Park
Bristol, TN 37620**

If to Provider: **TBD**

Such communications shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to an express courier with a reliable system for tracking delivery; (iii) four (4) business days after the date of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid; or (iv) if it is delivered by email, when the recipient acknowledges in writing having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section 14 (Notices). Either Party may change its address by giving written notice to the other Party as specified herein.

SECTION 15: HEALTH CARE LAWS

Each Party represents and warrants that in its performance of its obligations under this Agreement the Party shall comply with applicable federal, state and local laws and regulations, including, but not limited to, the so-called fraud and abuse laws (e.g., the federal False Claims Act, the federal Anti-Kickback Statute, and the federal Civil Monetary Penalties law). E

SECTION 16: CHOICE OF LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to principles of conflict of law, which would result in the application of the law of another state. The Parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts in Sullivan County, Tennessee with respect to any dispute relating to or arising out of this Agreement. This Section 16 (Choice of Law) shall survive any termination or expiration of this Agreement.

SECTION 17: SEVERABILITY

The provisions of this Agreement are severable. If any clause, sentence, provision, or other portion of this Agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall continue to be valid and enforceable as to the Parties hereto, unless the Parties agree that such a clause, sentence, provision, or other portion of this Agreement is of sufficient materiality to require amendment or termination of this Agreement.

SECTION 18: THIRD PARTY BENEFICIARY

The Agreement is not intended to benefit, and shall not be construed to benefit, any person or entities other than the Parties hereto or to create any third-party beneficiary right for any other person or entity.

SECTION 19: ENTIRE AGREEMENT

This Agreement represents the Parties' complete understanding regarding the subject matter herein. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by either Party nor may they be employed for interpretation purposes in any dispute involving this Agreement.

SECTION 20: AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by both Parties. Except for any specific provision being amended, this Agreement shall remain in full force and effect after such amendment.

SECTION 21: COUNTERPARTS

This Agreement may be executed in one or more counterparts, and by facsimile or pdf signature, each of which shall be deemed an original, and all of which shall together be deemed to constitute one agreement.

SECTION 22: RECITALS

The recitals set forth above are incorporated herein as if fully set forth in the body of the Agreement.

SECTION 23: AUTHORITY

Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity on whose behalf he or she is signing.

Signature Page to Follow

Terms Specific to Federal Funding. This Contract **is** // **is not** // federally funded. If “is” is checked in the preceding sentence, additional terms are attached as **Attachment A**, all of which are hereby incorporated into this Contract with Consultant referred to therein as “Contractor.”

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective **TDB.**

Healing Hands Health Center, Inc

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
REQUIRED FEDERAL AND STATE COMPLIANT TERMS

- 1. Funding Agency and Type.** This Contract is funded through a grant from the state of Tennessee which in turn is a recipient of federal funding from the Department of Treasury. As such, certain specific terms are required as set forth herein.
- 2. Whistleblower Protection.** This Contract is subject to the whistleblower protection provisions of 41 U.S.C. § 4712.
- 3. Fly America Act.** Any foreign travel funded under this Contract shall be carried out in a manner consistent with the restrictions of the Fly America Act, 40 U.S.C. § 40118. Provider should contact HHHC with any questions regarding compliance.
- 4. Domestic Preference to the Extent Practicable.** To the greatest extent practicable for work under this Contract, Provider shall use goods, manufactured products, or materials produced in the United States. For purposes of this clause, “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products, concrete, glass (including optical fiber), and lumber. For purposes of this clause, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial smelting stage through the application of coatings, occurred in the United States.

5. Certification Regarding Lobbying (“Byrd Anti-Lobbying Amendment”). Provider’s representative certifies to the best of his or her knowledge and belief that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of Provider, 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 Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract.

(b) If any funds other than federal 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 or the federal grant/cooperative Contract funding this Contract, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) Provider shall require that the language of this certification be included all subcontracts and that all subcontractors shall certify and disclose accordingly.

The above certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(d) No funds under this Contract shall be used for lobbying federal, state, or local officials.

8. Clean Air Act and Clean Water Act. If this Contract is valued in excess of \$150,000, Provider shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and Clean Water Act (33 U.S.C. § 1251 *et seq.*). Violations must be reported to the HHHC, the federal funding agency listing in paragraph 1 above, and the local Regional Office of the Environmental Protection Agency.

9. Drug Free Workplace. Provider shall comply with the Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

8. Text Messaging While Driving. In accordance with Executive Order (“E.O.”) 13513, Provider is encouraged to implement workplace restrictions on text messaging while driving. Provider shall prohibit its employees from text messaging while driving, as defined within E.O. 13513, at all times when such employees are working in furtherance of this Contract.

9. Section 889 Compliance. Provider is prohibited, in performance of this Contract, from providing the HHHC any equipment, service or system that uses, as a substantial component, covered telecommunications equipment or services. “Covered telecommunications equipment” is defined at Section 889 of Public Law 115-232 (Aug. 13, 2018) and 2 C.F.R. § 200.216 to include the equipment and services of Huawei Technology Company and ZTE Corporation as well as that of certain other entities and their affiliates. If Provider determines, during the term of this Contract or during a period extending for one (1) year after the end of the term, that it failed to comply with this prohibition, it shall promptly notify the HHHC and replace the noncompliant equipment or service with compliant equipment or services at no additional cost to the HHHC.

10. Public Notices and Publications. Provider shall not issue any public statements regarding the work performed under this Contract without prior approval of the HHHC. All notices, informational pamphlets, press releases, research reports, signs and similar public notices prepared and released by the Provider in relation to this Contract shall include the statement “This project is funded under a Grant Contract with the State of Tennessee.” All notices by Provider in relation to this Contract shall be approved by HHHC. All publications produced with funds under this Contract must display the following language, “This project [is being] [was] supported in whole or in part, by federal award number [enter project FAIN] awarded to the Tennessee Department of Health by the U.S. Department of the Treasury.”

11. HIPAA Compliance. Provider 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 Contract.

12. Records. (a) Provider shall maintain documentation for all charges under this Contract. The books, records, and documents of Provider insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon notice by the HHHC, the State of Tennessee, the Comptroller of the Treasury, or their duly appointed representative. (b) 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 Government Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting Guides. (c) In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with the US OMB's Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards. (d) The Provider shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury. The Provider 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 Provider 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 Tennessee State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

13. Debarment and Suspension. Provider certifies to the best of its knowledge and belief that its current and future principals, its current and future subcontractors and its principles: (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 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 grand 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 year period preceding this Contract had one or more public transactions (federal, state, or local) termination for cause or default. Provider shall provide immediate written notice to the HHHC if at any time it learns 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 in sections (a) through (d) herein.

14. Non-discrimination. Provider agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 and the Department of Treasury's implementing regulations at 31 C.F.R. Part 22. Provider agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in

the employment practices of the Provider 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 Provider shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. Provider further agrees to comply with the following:

The Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities.

15. Public Accountability. If the Provider is subject to Tenn. Code. Ann 8-4-401 et seq., or if this Contract involves the provision of services to citizens by the Provider on behalf of the State, the Provider agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Provider 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 (11) inches in height and seventeen (17) inches in width stating:

NOTICE. THE 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 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 Provider, provide Provider with any necessary signs

EXHIBIT B COMPENSATION

This agreement is a firm-fixed-price service contract. Payment shall be made in the amount of \$3,000 per month upon the supervising psychiatrist's completion of work described in the scope of services for the remainder of the grant contract to conclude on 06/30/2026. Subject to HHHC's right to reject nonconforming work, HHHC shall make payment upon completion of work, within thirty (30) days of receipt of a monthly service report submitted to the HHHC Director of Clinic Operations. This is an independent contractor position. The contracted person and/or organization will receive a 1099-NEC.