



GRANT CONTRACT

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

Begin Date March 1, 2015	End Date February 28, 2018	Agency Tracking # 31865-00396	Edison ID 44805
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Grantee Legal Entity Name Tennessee Chapter of the American Academy of Pediatrics	Edison Vendor ID 0000088867
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Subrecipient or Contractor x Subrecipient <input type="checkbox"/> Contractor	CFDA # 93.624 Grantee's fiscal year end June 30
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Service Caption (one line only)
Pediatric Health Improvement Initiative

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2015		\$123,317.00			\$123,317.00
2016		\$493,266.00			\$493,266.00
2017		\$493,266.00			\$493,266.00
2018		\$360,950.00			\$360,950.00
TOTAL:		\$1,470,799.00			\$1,470,799.00

Ownership/Control

African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
X Other: Non Profit (no ownership)

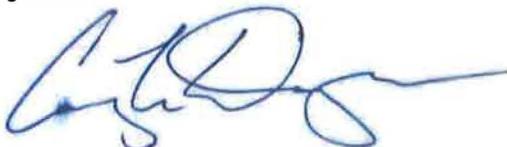
Grantee Selection Process Summary

Competitive Selection

xx Non-competitive Selection TNAAP is a statewide professional organization of pediatric providers and is the only entity in the state with the technical experience and access to statewide provider network to complete this Scope of Work in the necessary time period. The State and Grantee discussed the scope of work and assistance required to assist providers statewide and agreed upon budgeted amount as designated on the attached Budget Summary. These are 100% federal funds.

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 - GR



Speed Chart (optional) TN000000312	Account Code (optional) 713D4000
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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
AND
TENNESSEE CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS**

This Grant 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 'State' or 'TennCare' and Tennessee Chapter of the American Academy of Pediatrics (TNAAP), hereinafter referred to as the "Grantee," is for the provision of the Pediatric Health Improvement Initiative for Tennessee (PHiIT), as further defined in the "SCOPE OF SERVICES."

The Grantee is a Non-Profit Corporation.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 0000088867

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall develop and implement a portfolio of statewide quality improvement (QI) projects to assist providers in meeting the distinct health care needs of infants, children and adolescents. By the end of year three (3) of the project, the Grantee shall have:
 - a. Implemented seven (7) projects operating across 48 practices with 384 providers engaged. Each project shall:
 - (1) address pediatric health concerns that are high cost, are consistent with State and Federal priorities, have poor outcomes, are difficult for patients, or cause frustration for practitioners;
 - (2) have components of continuing medical education, quality improvement and collaborative learning, and
 - (3) be built on the consistent collection of standard metrics across all practices.
 - b. Ensured providers were offered Continuing Medical Education (CME) and Part IV American Board of Pediatrics Maintenance of Certification with each project in order to verify to the American Board of Pediatrics, government organizations, payers and consumer evaluators that the latest best practices are present in his or her practice.
- A.3. The Grantee shall hire and manage a quality coach team who will work in pediatric provider clinics, including but not limited to ambulatory-based general pediatricians, as well as the following:
 - a. one (1) Quality Coach working the equivalent to 75% full time position, and additional one or two Quality Coach(es) equivalent to one full-time position;
 - b. a part-time Administrative Assistant;



- c. the existing Executive Director, Financial Manager and Development Coordinator shall also support the Grant at the time percentages outlined in Grant Budget, Attachment A;
 - d. The Grantee shall provide the services of minimum of three (3) contracted positions, including: Website Designer, Medical Director, and Quality Director, and
 - e. The Grantee shall be responsible for recruiting and contracting with participating practices.
- A.4. The Quality Coaches shall work with practices to implement Quality Improvement (QI) projects.
- a. The coaches shall work with practices to identify cross-functional teams with members comprised of some or all of the following: administrative, nursing, provider and patient representatives to form an office based QI Team. A coach will meet with the team from each participating practice and work through strategies to build this integral piece of office infrastructure.
 - (1) During the first two quarters, a member of the PHiIT team will make a minimum of three (3) visits to each participating practice.
 - (2) Additionally, during the course of each project, the Grantee shall conduct at least three (3) in person meetings. At a minimum, these meetings shall include:
 - i. Project launch meeting;
 - ii. Mid-way check-in meeting;
 - iii. Project closure meeting.
 - b. The quality coaches shall work closely with the office staff on data collection for the metric dashboard. Initial data agreement will be facilitated by the coaches.
 - c. The coaches shall assist the practice administration in developing the best processes to query appropriate records, collect data and enter into PHiIT data systems. The coaches will assist practices build these processes into their ongoing activities.
 - d. The coaches shall assist each practice quality team in selecting projects which have value for the practice leaders. It is expected that the coaches will be instrumental in clarifying value specifics for busy practices.
- A.5. The Grantee shall develop and implement seven (7) quality improvement projects for the benefit of pediatric patients in Tennessee.
- a. The Grantee shall continue two (2) projects which are currently in pilot phase: Breastfeeding Sustainment in the Newborn Period and Smoking Assessment and Cessation in the Newborn Period.
 - (1) The Grantee shall submit project descriptions (utilizing template included as Attachment B) to the State within sixty (60) days of the start of this Grant;
 - (2) The Grantee shall assist each participating provider in PHiIT's data collection system;
 - (3) The Grantee shall facilitate a minimum of four support calls with participating practices during course of the pilot project, and



- (4) Each practice shall present their experience at the learning collaborative in Chattanooga on May 9, 2015.
- b. The Grantee shall maintain self-assessments for each project as follows:
 - (1) Quality coaches shall assist practices in assessments and provide best practices for improving their scores;
 - (2) Quality coaches shall encourage practices to complete the evaluation both before and after the projects' implementation;.
 - (3) Quality coaches may use *The Collaborative Assessment Scale*, developed by the Institute for Healthcare Improvement, or another tool as agreed by the State. <http://www.ihl.org/resources/Pages/Tools/AssessmentScaleforCollaboratives.aspx> and
 - (4) Quality coaches shall assist practices in tracking other agreed upon quality metrics.
 - c. The Grantee shall select five (5) additional quality improvement projects with the guidance of the Program and Steering Committee.
 - (1) Potential Topics shall include: ADHD medication use, appropriate ADHD follow up, ADHD symptom assessment, Edinburgh Postnatal Depression Screening, Dental Home/Fluoride Varnish, 18 month Vaccine Completion, Influenza Vaccine Uptake, Appropriate Well Care, Developmental Screening and Referral, Autism Screening and Referral, Anxiety and Depression Screening in Teenagers, Anxiety and Depression Intervention, Screening for Social/Behavioral Risk at 4-5 years, Referral of At Risk 4 and 5 year olds for Social /Behavior Risk, BMI Calculation/Documentation, Overweight Children Follow Up, Teen Vaccination, Annual Adolescent Well Care, Children with Special Health Care Needs Registry, Care Deficiency Screening, Care Coordination/Care Plan Development, Transition Planning, Teen Prenatal Health, STD Screening, Technology Screening, Drug and Alcohol Screening and Intervention, Psychology/Psychiatry referral registry, Diabetes Care, Seizure Medication Compliance, Office Radiation Exposure and Test Result Communication Safety, or others agreed to by TennCare.
 - (2) All three grand regions of Tennessee shall have participating practices in at least one project.
- A.6. The Grantee shall develop and maintain a panel of persistently reported metrics. This panel shall:
- a. Include metrics identified in *the Pediatric Practice Metric Real Time Dashboard* as well as new metrics, where necessary, as projects are developed, as well as incorporate additional metrics as agreed between TNAAP and the Bureau of TennCare Chief Medical Officer;
 - b. Provide a real time or near real time view of outcome and process measures for all participants in PHiT, TennCare, Department of Health, Payers, Children's Hospitals, Academic Pediatrics and Providers. Outcomes measures shall be provided to all participating practices. Even if a given practice is not participating in all projects, that practice shall receive all outcomes measures of all projects.
 - c. Allow stakeholders to visualize practice variation by location and practice type;



- d. Coordinate with TennCare's Patient Centered Medical Home (PCMH) metric reporting requirements when they are established such that providers are not receiving duplicative or conflicting reports; and
 - e. Assist practices in providing practice-specific data on each project to the State with data from before and after the project's implementation, if the practice chooses to do so.
- A.7. The Grantee shall appoint a Program and Steering Committee (PSC).
- a. The PSC shall provide guidance to PHiIT leadership on the priority of projects and the selection of future projects;
 - b. The PSC shall work with TennCare to determine quality outcomes metrics for each future project;
 - c. The PSC shall meet twice per year throughout the three year grant period;
 - d. The PSC shall submit project description notices to the State prior to the launch of each new project, to be submitted on template Attachment B;
 - e. The PSC shall submit project descriptions for current projects within sixty (60) days of this Grant start date, to be submitted on template Attachment B;
 - f. The PSC shall recruit representatives from the following stakeholder groups: Payers, Children's Hospitals, Maternal Child Health (Tennessee Department of Health), Provider from West Tennessee, Provider from Central Tennessee, Provider from East Tennessee, TennCare Bureau, Emergency Medicine, Tennessee Academy of Family Physicians, and Family Voices; and
 - g. The PHiIT Medical Director shall also serve on the PSC.
- A.8. The Grantee shall appoint a Project Oversight Committee for each active project as follows:
- a. Each Project Oversight Committee shall include at least three (3) topic experts on the subject matter;
 - b. Committee Membership shall also include: the PHiIT Medical Director, PHiIT Quality Director, PHiIT Executive Director, Tennessee Initiative for Perinatal Quality Care (TIPQC) Data Expert, and PHiIT Lead Quality Coach; and
 - c. These committees shall be responsible for developing the educational content and the matching process changes.
- A.9. The Grantee shall develop and produce a statewide Learning Collaborative on the educational components of focus projects as follows.
- a. The Learning Collaborative Committee shall include the Medical Director, QI Director, Medical Director for TIPQC, Executive Director of TNAAP or her designee, the Quality Coach(es) and 3-5 members chosen regionally;
 - b. This Committee shall plan and implement the Annual Learning Collaborative to provide in-person academic oversight and quality guidance for pediatric practices; and
 - c. Ensure Materials from the Annual Learning Collaborative shall be easily available online throughout the year.



A.10. The Grantee shall serve as a resource to TennCare on national standards and quality metrics related to pediatric care.

A.11. The Grantee shall adhere to the following timeline and shall inform the State of any program scheduling changes:

a. Quarter One (March 1, 2015 – May 31, 2015)

- (1) PHiiT's first and second quality improvement projects will continue and PHiiT will send project descriptions to the State within the first 60 days of the grant period
- (2) A Program and Steering Committee (PSC) consisting of a representative from each of the collaborative partners will be convened.
- (3) A Learning Collaborative composed of TNAAP members under the supervision of the PSC will convene to provide the academic oversight and a vision of quality in pediatric practice.
- (4) The Medical Director, QI Director, Administrative Assistant and one Quality Coach will be formally retained.
- (5) Payer synergy with project and incentivizing practice participation will be defined.
- (6) Medical Director, Quality Coach and Executive Director will formally begin recruiting and contracting with participating clinics.
- (7) Initial time tables will be finalized.
- (8) The development of PHiiT's third quality improvement project and the Children's Core Measures will begin. The core measures will be similar to those defined in the Project Dashboard provided as Attachment C.
- (9) The development of PHiiT's fourth quality improvement project set will begin.
- (10) Project descriptions will be submitted to the State before the launch of the third and forth projects.

b. Quarter Two (June 1, 2015 – August 31, 2015)

- (1) A vision of ambulatory pediatric quality will be developed and defined by the PSC.
- (2) Intensive training for the Coach will continue.
- (3) The Medical/QI Director and Quality Coach in conjunction with PSC will begin to develop, promote and complete round tables across SE TN. These will outline the program, collect feedback and begin teaching Quality Improvement and Learning Collaboration (QILC) elements and science.
- (4) The Quality Coach will be introduced at these meetings.
- (5) A webinar on Quality Improvement will be produced and made available for all participating practices.
- (6) Participating practices will continue to be recruited.

c. Quarter Three and Four (September 1, 2015 – February 28, 2016)

- (1) Final recruitment of pilot practitioners and clinics will be completed. Quality champions and quality teams will be identified at each practice. The participating practices will review the webinar.
- (2) The Quality Coach will then begin meeting with practices and developing a quality improvement plan. This plan will include data collection planning and problem solving.
- (3) Practice data entry pilot will begin for Initial Metric Dashboard Project.
- (4) The Quality Coach will begin implementing the fourth quality improvement project set pilot.
- (5) The development of the fifth quality improvement project set will begin.
- (6) A project description will be submitted to the State before the launch of the fifth project.



- d. Quarter Five (March 1, 2016 – May 31, 2016)
- (1) The advisory group will meet in conjunction with initial publication of Children's Core Measures from participating practices. A detailed assessment of the pilot will be reviewed and corrective changes in the ongoing project will be implemented
 - (2) The development of the sixth quality improvement project set will begin.
 - (3) A project description will be submitted to the State before the launch of the sixth project.
 - (4) The Quality Coach will begin implementing the fifth quality improvement project set pilot.
- e. Quarter Six (June 1, 2016 – August 31, 2016)
- (1) The fifth quality improvement project set pilot will be functional.
 - (2) 24 practices and 192 providers will be engaged.
 - (3) The Grantee shall develop and produce a statewide learning collaborative on the educational components of focus projects, review QICL elements document outcomes.
 - (4) The advisory group will meet in conjunction with learning collaborative. A detailed assessment of the pilot will be reviewed and corrective changes in the ongoing project will be implemented
- f. Quarter Seven (September 1, 2016 – November 30, 2016)
- (1) A Second Quality Coach will be hired.
 - (2) The development of the seventh quality improvement project set will begin.
 - (3) A project description will be submitted to the State before the launch of the seventh project.
 - (4) The Quality Coach will begin implementing the sixth quality improvement project set pilot.
- g. Quarter Eight (December 1, 2016 – February 28, 2017)
- (1) The Second Coach, the Medical Director and the Executive Director will begin recruiting practices in the second market.
- h. Quarter Nine (March 1, 2017 – May 31, 2017)
- (1) The Quality Coach will begin implementing the seventh quality improvement project set pilot.
- i. Quarters Ten and Eleven (June 1, 2017 – November 28, 2017)
- (1) Seven projects will be functional; anticipated goal is to have 48 practices and 384 providers engaged
 - (2) The Grantee shall develop and produce a statewide learning collaborative on the educational components of focus projects, review Quality Improvement Learning Collaboration (QICL) elements and documents outcome.
 - (3) The advisory group will meet in conjunction with learning collaborative. A detailed assessment of the pilot will be reviewed and corrective changes in the ongoing project will be implemented.
- j. Quarter Twelve (December 31, 2017 – February 28, 2018)
- (1) The Grantee shall have completed two (2) years of Children's Core Measures from 384 providers statewide by completion of Grant term.



- A.12. The Grantee shall submit to the Bureau of TennCare Medical Director or designee written quarterly reports on activities funded under this grant in a format approved by the State. These reports shall be submitted no more than forty-five (45) days after the end of each quarter. The quality reports shall include tracking on the number of practices, providers, and patients engaged by the Grantee.
- A.13. Any other projects/activities agreed to in writing by the Grantee and TennCare that would allow for mutually agreed upon projects to be carried out under the existing scope of services should funds be available.
- A.14. This sub-grant program will be in compliance with HHS Grants Policy Statement (Section 11-78) and submitted to CMS for prior approval.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on March 1, 2015 ("Effective Date") and extend for a period of Thirty-Six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Four Hundred Seventy-Thousand Seven Hundred Ninety-Nine Dollars (\$1,470,799.00). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

310 Great Circle Road
Fiscal – 4 East
Nashville, TN 37243

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



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

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

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.



- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.



D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant 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. Except as specifically provided herein, this Grant 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 State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least sixty (60) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or



an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment



and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.

- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.



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

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.



E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, 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 Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. 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 State:

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

The Grantee:

Ruth E. Allen, Executive Director
Tennessee Chapter of the American Academy of Pediatrics
PO Box 159201
Nashville, TN 37215-9201
ruth.allen@tnaap.org
Telephone # 865-927-3030

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 Grant 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 State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Insurance. The Grantee shall carry adequate liability and other appropriate forms of insurance.
- a. The Grantee shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.



- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Grantee to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Grant Contract.
- E.5 Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.7. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.8. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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



E.9. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State 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 Grantee 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 Grantee'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 Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee 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 Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

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

E.10. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

E.11. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).



- E.12. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.13. Prohibited Advertising. The Grantee shall not refer to this Grant or the Grantee's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Grant in perpetuity.
- E.14. Disclosure of Personal Identity Information. The Grantee shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.15. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or 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/excomp.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 Grantee'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 Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

- E.16. Applicable Laws, Rules, Policies and Court Orders. The Grantee agrees to comply with all applicable federal and State laws, rules, regulations, sub-regulatory guidance, executive orders, HCFA waivers, and all current, modified or future Court decrees, orders or judgments applicable to the State's TennCare and CHIP programs. Such compliance shall be performed at no additional cost to the State.
- E.17. Business Associate. Grantee hereby acknowledges its designation as a business associate under HIPAA and agrees to comply with all applicable HIPAA regulations. In accordance with the HIPAA regulations, the Grantee shall, at a minimum:
- a. Comply with requirements of the HIPAA, including, but not limited to, the transactions and code sets, privacy, security, and identifier regulations. Compliance includes meeting all required transaction formats and code sets with the specified data sharing agreements required under the regulations;
 - b. Transmit/receive from/to its providers, subcontractors, clearinghouses and HCFA all transactions and code sets required by HIPAA in the appropriate standard formats, utilizing appropriate and adequate safeguards, as specified under the law and as directed by HCFA so long as HCFA direction does not conflict with the law;



- c. Agree that if it is not in compliance with all applicable standards defined within the transactions and code sets, privacy, security and all subsequent HIPAA standards, that it will be in breach of this Contract and will then take all reasonable steps to cure the breach or end the violation as applicable. Since inability to meet the transactions and code sets requirements, as well as the privacy and security requirements can bring basic business practices between HCFA and the Grantee and between the Grantee and its providers and/or subcontractors to a halt, if for any reason the Grantee cannot meet the requirements of this Section, HCFA may terminate this Contract.
- d. Ensure that Protected Health Information (PHI) exchanged between the Grantee and HCFA is used only for the purposes of treatment, payment, or health care operations and health oversight and its related functions. All PHI not transmitted for these purposes or for purposes allowed under the federal HIPAA regulations shall be de-identified to secure and protect the individual enrollee's PHI;
- e. Report to HCFA's Privacy Office immediately upon becoming aware of any use or disclosure of PHI in violation of this Contract by the Grantee, its officers, directors, employees, subcontractors or agents or by a third party to which the Grantee disclosed PHI;
- f. Specify in its agreements with any agent or subcontractor that will have access to PHI that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Grantee pursuant to this Section;
- g. Make its internal policies and procedures, records and other documentation related to the use and disclosure of PHI available upon request to the U.S. Secretary of Health and Human Services for the purposes of determining compliance with the HIPAA regulations;
- h. Create and adopt policies and procedures to periodically audit adherence to all HIPAA regulations;
- i. Agree to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained, or transmitted by or on behalf of HCFA agrees to use reasonable and appropriate safeguards to protect the PHI.
- j. If feasible, return or destroy all PHI, in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of that PHI upon termination, cancellation, expiration or other conclusion of the Agreement, and in accordance with this Section of this Contract. The Grantee shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. The Grantee shall identify any PHI that cannot feasibly be returned or destroyed. Within such thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement, the Grantee shall: (1) certify an oath in writing that such return or destruction has been completed; (2) identify any PHI which cannot feasibly be returned or destroyed; and (3) certify that it will only use or disclose such PHI for those purposes that make its return or destruction infeasible;
- k. Implement all appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Contract and, including, but not limited to, privacy, security and confidentiality requirements in 45 CFR Parts 160 and 164;
- l. Set up appropriate mechanisms to limit use or disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure;



- m. Create and implement policies and procedures to address present and future HIPAA regulatory requirements as needed, including, but not limited to: use and disclosure of data; de-identification of data; minimum necessary access; accounting of disclosures; enrollee's right to amend, access, request restrictions; notice of privacy practices and right to file a complaint;
 - n. Provide an appropriate level of training to its staff and employees regarding HIPAA related policies, procedures, enrollee rights and penalties prior to the HIPAA implementation deadlines and at appropriate intervals thereafter;
 - o. Track training of Grantee staff and employees and maintain signed acknowledgements by staff and employees of the Grantee's HIPAA policies;
 - p. Be allowed to use and receive information from HCFA where necessary for the management and administration of this Contract and to carry out business operations where permitted under the regulations;
 - q. Be permitted to use and disclose PHI for the Grantee's own legal responsibilities;
 - r. Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by Grantee employees and other persons performing work for the Grantee to have only minimum necessary access to PHI and personally identifiable data within their organization;
 - s. Continue to protect and secure PHI and personally identifiable information relating to enrollees who are deceased; and
 - t. Track all security incidents as defined by HIPAA and, as required by the HIPAA Reports. The Grantee shall periodically report in summary fashion to HCFA such security incidents.
- E.18. Information Holders. HCFA and the Grantee are "information holders" as defined in TCA 47-18-2107. In the event of a breach of the security of Grantee's information system, as defined by TCA 47-18-2107, the Grantee shall indemnify and hold HCFA harmless for expenses and/or damages related to the breach. Such obligations shall include, but not be limited to, mailing notifications to affected enrollees. Substitute notice to written notice, as defined by TCA 47-18-2107(e)(2) and (3), shall only be permitted with HCFA's express written approval. The Grantee shall notify HCFA's Privacy Office immediately upon becoming aware of any security incident that would constitute a "breach of the security of the system" as defined in TCA 47-18-2107.
- E.19. Notification of Breach and Notification of Suspected Breach. - The Grantee shall notify HCFA's Privacy Office immediately upon becoming aware of any incident, either confirmed or suspected, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of enrollee PHI maintained or held by the Grantee, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Grantee's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.
- E.20. Offer of Gratuities. By signing this contract, the Grantee signifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the federal General Accounting Office, federal Department of Health and Human Services, the Center for Medicare and Medicaid Services, or any other state or federal agency has or will benefit financially or materially from this Contract. This Contract may be terminated by HCFA 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 CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS:

Ruth E. Allen

1/29/2015

GRANTEE SIGNATURE

DATE

Ruth E. Allen, Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

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

Larry B. Martin

1/29/2015

LARRY B. MARTIN, COMMISSIONER

DATE



**ATTACHMENT A
GRANT BUDGET
Page 1 of 2**

Tennessee Chapter of the American Academy of Pediatrics				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 3/1/15 and ending 2/28/18.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1 (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$450,900	\$0	\$450,900
2	Benefits & Taxes	\$67,635	\$0	\$67,635
4, 15	Professional Fee/ Grant & Award ²	\$595,418	\$0	\$595,418
5	Supplies	\$7,495	\$0	\$7,495
6	Telephone	\$12,915	\$0	\$12,915
7	Postage & Shipping	\$3,000	\$0	\$3,000
8	Occupancy	\$4,800	\$0	\$4,800
9	Equipment Rental & Maintenance	\$0	\$0	\$0
10	Printing & Publications	\$21,400	\$0	\$21,400
11, 12	Travel/ Conferences & Meetings ²	\$222,815	\$0	\$222,815
13	Interest ²	\$0	\$0	\$0
14	Insurance	\$6,000	\$0	\$6,000
16	Specific Assistance To Individuals ²	\$0	\$0	\$0
17	Depreciation ²	\$0	\$0	\$0
18	Other Non-Personnel ²	\$0	\$0	\$0
20	Capital Purchase ²	\$0	\$0	\$0
22	Indirect Cost (5.63%)	\$78,421	\$0	\$78,421
24	In-Kind Expense	\$0	\$0	\$0
25	GRAND TOTAL	\$1,470,799	\$0	\$1,470,799

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

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



ATTACHMENT A (continued)

GRANT BUDGET LINE-ITEM DETAIL Page 2

SALARIES (rounded to the nearest hundred)	AMOUNT
Rebecca Brumley, Quality Coach - \$4,097 per month x 12 months, \$4,220 per month x 12 months, \$4,347 per month x 12 months	\$152,000
To Be Hired, Quality Coach - \$3,750 per month x 3 months, \$3,863 per month x 12 months	\$57,700
To Be Hired, Administrative Assistant - \$2,333 per month x 12 months x 40%, \$2,403 per month x 12 months x 50%, \$2,475 per month x 12 months	\$55,400
Ruth Allen, Executive Director - \$8,663 per month x 12 months x 30%, \$8,923 per month x 12 months x 40%, \$9,191 per month x 12 months x 50%	\$129,200
Melissa Koffman, Financial Manager - \$5,003 per month x 12 months x 20%, \$5,153 per month x 12 months x 20%, \$5,308 per month x 12 months x 20%	\$37,200
Casey LaMarr, Marketing Coordinator - \$2,611 per month x 12 x 20%, 2,689 per month x 12 months x 20%, \$2,770 per month x 12 months x 20%)	\$19,400
TOTAL	\$450,900

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
TIPQC Data Collection Services - Consultants & Server Capacity	\$248,214
QI Project Development - Consulting, CME Fees, Video Production	\$140,000
Website Design	\$5,000
Medical Director	\$154,545
Quality Director	\$30,909
Legal/Accounting Services	\$16,750
TOTAL	\$595,418

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
QI Project Development Travel, Lodging & Meals	\$35,000
Regional QI Training Meetings	\$30,750
Learning Collaborative Meetings	\$76,000
Staff/Contract Staff Travel, Lodging & Meals	\$81,065
TOTAL	\$222,815



Notification of Project

This document must be submitted to the State of Tennessee, Bureau of TennCare, prior to the launch of each new project.

Today's Date: ____/____/____

Title of Project: _____

Primary Point of Contact: _____

Name: _____

Position/Title: _____

Phone number: _____

Email address: _____

Name of Quality Coach: _____

Practice Name: _____

Address of Practice: _____

Date of initial meeting with practice: ____/____/____

Approximate date of wrap up meeting: ____/____/____

Number of providers participating: _____

Number of patients involved (approximate): _____

Quality Improvement Goals:



**Attachment B
Continued**

Project Details:



Pediatric Healthcare Improvement Initiative for Tennessee
Pediatric Practice Metric "Real-Time" Dashboard

10 Reverse Chronologic Charts of Patients Since Birth Between 2 Years and 3 Years

- a. Edinburgh Postnatal Depression Screen performed by 2 months?
- b. Ages and Stages Developmental Screen completed by 1 year?
- c. Revised M-CHAT completed by 2 years?
- d. Number of well child visits through 15 months of age that were completed?
- e. Second Hepatitis A documented?
- f. MMR documented?
- g. Two Flu shots documented?
- h. Dental home or dental referral documented on chart?
- i. Fluoride varnish completed?

10 Reverse Chronologic Charts of Patients Between 4 Years and 7 Years Presenting for an Acute Visit

- a. Well Check Visit recorded in the preceding 12 months to chart review?

10 Reverse Chronologic Charts of Asthma Patients in Practice for at least One Year Between 5 Years and 21 Years presenting for Asthma Related Acute Visit

- a. Is there documentation on the chart as a child with Asthma?
- b. Asthma action plan on chart?
- c. Flu Shot in the preceding 12 months to chart review?
- d. Asthma Control Test documented as administered and scored on last visit?
- e. Follow up scheduled in the record?

10 Reverse Chronologic Charts of Adolescent Patients in Practice for at Least One Year Between 13 Years and 21 Years presenting for Acute Issue

- a. Number of Human Papilloma Vaccines received?
- b. Tdap given?
- c. Meningococcal given?
- d. Well Child Visit in the preceding 12 months to chart review?
- e. Mood Disorder Screening documented on chart?
- f. Suicide Screen documented on chart?
- g. Chlamydia screen performed?
- h. BMI recorded?
- i. If BMI >95%, was there an intervention?

10 Reverse Chronologic Charts of ADD/ADHD Patients in Practice for at Least One Year

- a. Is follow up documented on ADD/ADHD visits?
- b. For patients prescribed medications, was there appropriate follow up?