



## GRANT AMENDMENT

<b>Agency Tracking #</b> 31865-00349	<b>Edison ID</b> 32187	<b>Contract #</b> GR1339276	<b>Amendment #</b> 04		
<b>Contractor Legal Entity Name</b> Tennessee Chapter of the American Academy of Pediatrics			<b>Edison Vendor ID</b> 0000088867		
<b>Amendment Purpose &amp; Effect(s)</b> Extends Term for One Year, Increases Maximum Liability, & Adds New Grant Budget for FY17					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> June 30, 2017			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 200,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2013	\$100,000.00	\$100,000.00			\$200,000.00
2014	\$100,000.00	\$100,000.00			\$200,000.00
2015	\$100,000.00	\$100,000.00			\$200,000.00
2016	\$100,000.00	\$100,000.00			\$200,000.00
2017	\$100,000.00	\$100,000.00			\$200,000.00
<b>TOTAL:</b>	<b>\$500,000.00</b>	<b>\$500,000.00</b>			<b>\$1,000,000.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> 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.  			<b>OCR USE</b>		
<b>Speed Chart</b> (optional) TN00000134		<b>Account Code</b> (optional) 71304000			



**AMENDMENT #4  
TO GRANT CONTRACT #32187  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
BUREAU OF TENNCARE  
AND  
TENNESSEE CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of 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." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:
  - B.1. This Grant Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2017. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.
  
2. Grant Contract section C.1 is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Dollars (\$1,000,000.00). The Grant Budget, attached and incorporated hereto as Attachments A, A.1, A.2, A.3 and A.4, 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.
  
3. Grant Contract Attachment A.4, Grant Budget for the period July 1, 2016 - June 30, 2017, attached hereto is added as a new attachment.

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

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

IN WITNESS WHEREOF,

TENNESSEE CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS:

3/28/2016

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*  
Larry B. Martin, Commissioner

*3/30/2016*

DATE



**ATTACHMENT A.4**

**GRANT BUDGET**

(BUDGET PAGE 1)

<b>Tennessee Chapter of the American Academy of Pediatrics</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016 and ending June 30, 2017.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries	\$117,900.00	0.00	\$117,900.00
2	Benefits & Taxes	\$18,700.00	0.00	\$18,700.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$11,000.00	0.00	\$11,000.00
5	Supplies	\$4,000.00	0.00	\$4,000.00
6	Telephone	\$7,000.00	0.00	\$7,000.00
7	Postage & Shipping	\$750.00	0.00	\$750.00
8	Occupancy	\$1,250.00	0.00	\$1,250.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	\$7,000.00	0.00	\$7,000.00
11, 12	Travel/ Conferences & Meetings	\$17,000.00	0.00	\$17,000.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	\$1,000.00	0.00	\$1,000.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Co	\$14,400.00	0.00	\$14,400.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$200,000.00</b>	<b>0.00</b>	<b>\$200,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: [www.state.tn.us/finance/rds/ocr/policy03.pdf](http://www.state.tn.us/finance/rds/ocr/policy03.pdf)).

<sup>2</sup> Applicable detail attached if line-item is funded.



**ATTACHMENT A.4 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**  
**(Grant Budget Page 2)**

**BUDGET SUMMARY (Salaries Detail)**

**CONTRACTOR:** Tennessee Chapter of the American Academy of Pediatrics

**CONTRACT TERM:** July 1, 2016 – June 30, 2017

<b>NAME</b>	<b>POSITION TITLE</b>	<b>MONTHLY SALARY</b>	<b># OF MONTHS WORKED</b>	<b>% OF TIME WORKED</b>	<b>TOTAL CONTRACT SALARY</b>
Ruth Allen	Executive Director/EPSTD Director	\$8,816	12	20%	\$21,159
Janet Smith	Coding Educator	\$5,394	12	100%	64,728
To be hired	Assistant Coding Educator	\$823	12	100%	9,876
Casey LaMarr	Marketing Coordinator	\$2,845	12	15%	5,121
Melissa Koffman	Financial Manager	\$5,206	12	20%	12,495
Danielle Haithco	Administrative Assistant	\$1,861	12	20%	4,467
<b>TOTAL (Actual)</b>					<b>\$117,846</b>
<b>TOTAL (Rounded to nearest \$100)</b>					<b>\$117,900</b>



**ATTACHMENT A.4 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
 (BUDGET PAGE 3)

<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Professional fees for specific projects such as development of disease specific chart documentation forms, web site updates, graphic design of training and marketing materials, and outside technology support	\$6,000
IT Support and website updates	3,500
Legal assistance with meeting necessary requirements including preparation of subcontractor agreements	1,500
<b>TOTAL</b>	<b>\$11,000</b>

<b>INTEREST</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>



# GRANT AMENDMENT

Agency Tracking # 31865-00349	Edison ID 32187	Contract # GR1339276	Amendment # 03
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Contractor Legal Entity Name Tennessee Chapter of the American Academy of Pediatrics	Edison Vendor ID 0000088867
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**Amendment Purpose & Effect(s)**  
 Extends Term for One Year, Increases Maximum Liability, Adds Federal Award Identification Worksheet & Adds New Grant Budget for FY16

**Amendment Changes Contract End Date:**  YES  NO **End Date:** June 30, 2016

**TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):** **\$ 200,000.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$100,000.00	\$100,000.00			\$200,000.00
2014	\$100,000.00	\$100,000.00			\$200,000.00
2015	\$100,000.00	\$100,000.00			\$200,000.00
2016	\$100,000.00	\$100,000.00			\$200,000.00
<b>TOTAL:</b>	<b>\$400,000.00</b>	<b>\$400,000.00</b>			<b>\$800,000.00</b>

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

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



OCR USE

<b>Speed Chart (optional)</b> TN00000134	<b>Account Code (optional)</b> 71304000
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**AMENDMENT #3  
OF GRANT CONTRACT GR1339276  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
BUREAU OF TENNCARE  
AND**

**TENNESSEE CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of 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." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract Section A.11:
  - A.12. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.
  
2. Grant Contract section B.1 is deleted in its entirety and replaced with the following:
  - B.1. This Grant Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2016. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.
  
3. Grant Contract section C.1 is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Hundred Thousand Dollars (\$800,000.00). The Grant Budget, attached and incorporated hereto as Attachments A, A.1, A.2 and A.3 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.
  
4. Grant Contract Attachment A.3, Grant Budget for the period July 1, 2015 - June 30, 2016, attached hereto is added as a new attachment.

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

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

**IN WITNESS WHEREOF,**

**TENNESSEE CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS:**

*Ruth E. Allen*

*5/7/2015*



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*

*5/8/2015*

Larry B. Martin, Commissioner

DATE



ATTACHMENT A.3

GRANT BUDGET

(BUDGET PAGE 1)

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 July 1, 2015 and ending June 30, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$132,600.00	0.00	\$132,600.00
2	Benefits & Taxes	\$19,900.00	0.00	\$19,900.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$7,000.00	0.00	\$7,000.00
5	Supplies	\$1,500.00	0.00	\$1,500.00
6	Telephone	\$7,000.00	0.00	\$7,000.00
7	Postage & Shipping	\$750.00	0.00	\$750.00
8	Occupancy	\$1,250.00	0.00	\$1,250.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	\$7,000.00	0.00	\$7,000.00
11, 12	Travel/ Conferences & Meetings	\$17,000.00	0.00	\$17,000.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	\$1,000.00	0.00	\$1,000.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Co	\$5,000.00	0.00	\$5,000.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$200,000.00</b>	<b>0.00</b>	<b>\$200,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: [www.state.tn.us/finance/rds/ocr/policy03.pdf](http://www.state.tn.us/finance/rds/ocr/policy03.pdf)).

<sup>2</sup> Applicable detail attached if line-item is funded.



**ATTACHMENT A.3 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**  
**(Grant Budget Page 2)**

**BUDGET SUMMARY (Salaries Detail)**

**CONTRACTOR:** Tennessee Chapter of the American Academy of Pediatrics

**CONTRACT TERM:** July 1, 2015 – June 30, 2016

<b>NAME</b>	<b>POSITION TITLE</b>	<b>MONTHLY SALARY</b>	<b># OF MONTHS WORKED</b>	<b>% OF TIME WORKED</b>	<b>TOTAL CONTRACT SALARY</b>
Ruth Allen	Executive Director/EPSTD Director	\$8,663	12	25%	\$25,989
Janet Smith	Coding Educator	\$5,288	12	100%	\$63,456
Darnez Pope	Assistant Coding Educator	\$840	12	100%	\$10,080
Deanna Bell, MD	Medical Director	\$500	12	100%	\$6,000
Casey LaMarr	Marketing Coordinator	\$2,586	12	20%	\$6,206
Melissa Koffman	Financial Manager	\$5,104	12	25%	\$15,312
Danielle Haithco	Administrative Assistant	\$1,823	12	25%	\$5,469
<b>TOTAL (Actual)</b>					<b>\$132,512</b>
<b>TOTAL (Rounded to nearest \$100)</b>					<b>\$132,600</b>



**ATTACHMENT A.3 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 3)**

<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Professional fees for specific projects such as development of disease specific chart documentation forms, web site updates, graphic design of training and marketing materials, and outside technology support	\$5,500
Legal assistance with meeting necessary requirements including preparation of subcontractor agreements	\$1,500
<b>TOTAL</b>	<b>\$7,000</b>

<b>INTEREST</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>



**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Tennessee Chapter of the American Academy of Pediatrics
Subrecipient's DUNS number	053034163
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
CFDA number and name	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2012
Grant contract's end date	June 30, 2016
Amount of federal funds obligated by this grant contract	\$800,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$6.6 billion budgeted for FY '15. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Name of federal awarding agency	Department of Health and Human Services
Name and contact information for the federal awarding official	Philip M. Bailey Center for Medicare and Medicaid Services (CMS) Regional Office 615-255-9305
Is the federal award for research and development?	No.
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	Indirect cost determined according to approved cost allocation plan.



# GRANT AMENDMENT

<b>Agency Tracking #</b> 31865-00349	<b>Edison ID</b> 32187	<b>Contract #</b> GR1339276	<b>Amendment #</b> 02
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<b>Contractor Legal Entity Name</b> Tennessee Chapter of the American Academy of Pediatrics	<b>Edison Vendor ID</b> 0000088867
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**Amendment Purpose & Effect(s)**  
Updates Scope, Increases Maximum Liability and Extends Term

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

**Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:** **\$ 200,000.00**

<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2013	\$100,000.00	\$100,000.00			\$200,000.00
2014	\$100,000.00	\$100,000.00			\$200,000.00
2015	\$100,000.00	\$100,000.00			\$200,000.00
<b>TOTAL:</b>	<b>\$300,000.00</b>	<b>\$300,000.00</b>			<b>\$600,000.00</b>

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

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

OCR USE

<b>Speed Chart (optional)</b> TN00000134	<b>Account Code (optional)</b> 71304000
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**AMENDMENT #2  
OF GRANT CONTRACT GR1339276  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
BUREAU OF TENNCARE**

**AND  
TENNESSEE CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of 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." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.2.c-e is deleted in its entirety and replaced with the following:
  - c. Distribute forms in training programs and other outreach activities, as applicable, and (or maintaining forms in an electronic version on the TNAAP website);
  - d. Participate with TennCare, MCOs, and other professional organizations in EPSDT outreach efforts and other collaborative efforts.
  
2. Grant Contract Section A.5.c (1) is deleted in its entirety and replaced with the following:
  - (1) Development of one webinar on a topic to be agreed upon by TennCare and TNAAP;
  
3. Grant Contract Section A.3 is deleted in its entirety and replaced with the following:
  - A.3. The Grantee shall represent primary care physicians and advise TennCare on audit processes to assist in developing reasonable standards of care and methods of communication with primary care providers regarding audit results.
  
4. Grant Contract Section A.5.e. is deleted in its entirety and replaced with the following:
  - A.5.e. Outreach to approximately ten (10) physicians' offices/new physicians per month to include office visits, office-based trainings, conducting mock chart audits, outreach by email or telephone, and/or MCO activities, participating in physician outreach events (such as exhibiting at conferences or presenting at meetings of primary care-related professional organizations or conducting regional EPSDT coding trainings.) In the case of outreach events, each event will count in lieu of one outreach activity unless the event lasts for multiple days, in which case each day will count as one outreach activity. In the case of regional trainings and live and archived webinars, each practice represented at the training will count as one outreach activities.
  
5. Grant Contract section B.1 is deleted in its entirety and replaced with the following:
  - B.1. This Grant Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.
  
6. Grant Contract section C.1 is deleted in its entirety and replaced with the following:
  - C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Thousand Dollars (\$600,000.00). The Grant Budget, attached and incorporated hereto as Attachments A, A.1 and A.2 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.



- 7. Grant Contract Attachment A.2, Grant Budget for the period July 1, 2014 - June 30, 2015, attached hereto is added as a new attachment.

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

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

**IN WITNESS WHEREOF,**

**TENNESSEE CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS:**

	4/22/2014
_____ <b>GRANTEE SIGNATURE</b>	_____ <b>DATE</b>
<b>Ruth E. Allen, Executive Director</b>	
_____ <b>PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)</b>	

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

	4/22/2014
_____ <b>Larry B. Martin, Commissioner</b>	_____ <b>DATE</b>



**ATTACHMENT A.2  
GRANT BUDGET  
(BUDGET PAGE 1)**

<b>Tennessee Chapter of the American Academy of Pediatrics</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014, and ending June 30, 2015.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries	\$133,400.00	0.00	\$133,400.00
2	Benefits & Taxes	\$20,100.00	0.00	\$20,100.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$5,000.00	0.00	\$5,000.00
5	Supplies	\$1,500.00	0.00	\$1,500.00
6	Telephone	\$7,000.00	0.00	\$7,000.00
7	Postage & Shipping	\$1,000.00	0.00	\$1,000.00
8	Occupancy	\$1,000.00	0.00	\$1,000.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	\$7,500.00	0.00	\$7,500.00
11, 12	Travel/ Conferences & Meetings	\$17,500.00	0.00	\$17,500.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	\$1,000.00	0.00	\$1,000.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Co	\$5,000.00	0.00	\$5,000.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$200,000.00</b>	<b>0.00</b>	<b>\$200,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: [www.state.tn.us/finance/rds/ocr/policy03.pdf](http://www.state.tn.us/finance/rds/ocr/policy03.pdf)).

<sup>2</sup> Applicable detail attached if line-item is funded.

ATTACHMENT A.2 CONTINUED  
 GRANT BUDGET LINE-ITEM DETAIL INFORMATION  
 (Grant Budget Page 2)



**BUDGET SUMMARY (Salaries Detail)**

**CONTRACTOR:** Tennessee Chapter of the American Academy of Pediatrics

**CONTRACT TERM:** July 1, 2014 – June 30, 2015

NAME	POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	% OF TIME WORKED	TOTAL CONTRACT SALARY
Ruth Allen	Executive Director/EPSTD Director	\$8,022	12	25%	\$24,066
Janet Smith	Coding Educator	\$5,185	12	100%	\$62,220
To be hired	Assistant Coding Educator	\$1,733	12	100%	\$20,796
Deanna Bell, MD	Medical Director	\$500	12	100%	\$6,000
Shannon Hornsby	Development Director	\$2,656	12	10%	\$3,187
Melissa Koffman	Financial Manager	\$4,004	12	25%	\$12,012
Danielle Haithco	Administrative Assistant	\$1,691	12	25%	\$5,073
<b>TOTAL (Actual)</b>					\$133,354
<b>TOTAL (Rounded to nearest \$100)</b>					\$133,400

**ATTACHMENT A.2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 3)**



<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Professional fees for specific projects such as development of Disease specific chart documentation forms and web site development	\$3,000
Graphic design for marketing materials and educational materials and web site maintenance of same	\$2,000
<b>TOTAL</b>	<b>\$5,000</b>



# GRANT AMENDMENT

<b>Agency Tracking #</b> 31865-00349	<b>Edison ID</b> 32187	<b>Contract #</b> GR1339276	<b>Amendment #</b> 01
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<b>Contractor Legal Entity Name</b> Tennessee Chapter of the American Academy of Pediatrics	<b>Edison Vendor ID</b> 0000088867
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**Amendment Purpose & Effect(s)**  
Extends term and increases Maximum Liability for the provision of EPSDT Liaison Services

**Amendment Changes Contract End Date:**  YES  NO **End Date:** June 30, 2014

**Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:** **\$ 200,000.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$100,000.00	\$100,000.00			\$200,000.00
2014	\$100,000.00	\$100,000.00			\$200,000.00
<b>TOTAL:</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>			<b>\$400,000.00</b>

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

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



OCR USE

<b>Speed Chart (optional)</b> TN00000134	<b>Account Code (optional)</b> 71304000
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**AMENDMENT #1  
OF GRANT CONTRACT GR1339276  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
BUREAU OF TENNCARE  
AND  
TENNESSEE CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of 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." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.5.e. is deleted in its entirety and replaced with the following:
  - A.5.e. Outreach to approximately ten (10) physicians' offices/new physicians per month to include office visits, office-based trainings, conducting mock chart audits, outreach by email or telephone, and/or MCO activities, participating in physician outreach events (such as exhibiting at conferences or presenting at meetings of primary care-related professional organizations or conducting regional EPSDT coding trainings.) In the case of outreach events, each event will count in lieu of one outreach activity unless the event lasts for multiple days, in which case each day will count as one outreach activity. In the case of regional trainings and webinars, each practice represented at the training will count as one outreach activities.
2. Grant Contract section B.1 is deleted in its entirety and replaced with the following:
  - B.1. This Grant Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2014. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.
3. Grant Contract section C.1 is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Thousand Dollars (\$400,000.00). The Grant Budget, attached and incorporated hereto as Attachments A and A.1 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.
4. Grant Contract Attachment A.1, Grant Budget for the period July 1, 2013 - June 30, 2014, attached hereto is added as a new attachment.

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

Amendment Effective Date. The revisions set forth herein shall be effective June 30, 2013. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**TENNESSEE CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS:**



*Ruth E Allen*

*5/8/2013*

GRANTEE SIGNATURE

DATE

Ruth E. Allen, Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION  
BUREAU OF TENNCARE:

*Mark A Emkes / CD*

*5/13/2013*

Mark A. Emkes, Commissioner

DATE



**ATTACHMENT A.1**  
**GRANT BUDGET**  
 (BUDGET PAGE 1)

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 July 1, 2013, and ending June 30, 2014.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$119,500.00	0.00	\$119,500.00
2	Benefits & Taxes	17,000.00	0.00	17,000.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	17,500.00	0.00	17,500.00
5	Supplies	1,500.00	0.00	1,500.00
6	Telephone	7,500.00	0.00	7,500.00
7	Postage & Shipping	1,500.00	0.00	1,500.00
8	Occupancy	1,750.00	0.00	1,750.00
9	Equipment Rental & Maintenance	750.00	0.00	750.00
10	Printing & Publications	7,500.00	0.00	7,500.00
11, 12	Travel/ Conferences & Meetings	17,500.00	0.00	17,500.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	2,000.00	0.00	2,000.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost (11.6% approved Federal Indirect)	0.00	0.00	0.00
24	In-Kind Expense	6,000.00	0.00	6,000.00
25	<b>GRAND TOTAL</b>	<b>\$200,000.00</b>	<b>0.00</b>	<b>\$200,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: [www.state.tn.us/finance/rds/ocri/policy03.pdf](http://www.state.tn.us/finance/rds/ocri/policy03.pdf)).

<sup>2</sup> Applicable detail attached if line-item is funded.



**ATTACHMENT A.1 CONTINUED**  
**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**  
**(Grant Budget Page 2)**

**BUDGET SUMMARY (Salaries Detail)**

**CONTRACTOR:** Tennessee Chapter of the American Academy of Pediatrics

**CONTRACT TERM:** July 1, 2013 – June 30, 2014

<b>NAME</b>	<b>POSITION TITLE</b>	<b>MONTHLY SALARY</b>	<b># OF MONTHS WORKED</b>	<b>% OF TIME WORKED</b>	<b>TOTAL CONTRACT SALARY</b>
Ruth Allen	Executive Director/EPSTD Director	\$7,865	12	35%	\$33,033
Shannon Hornsby	Development Director	\$2,604	12	10%	\$3,125
Melissa Koffman	Financial Manager	\$3,925	12	35%	\$16,485
Janet Smith	Coding Educator	\$5,083	12	100%	\$60,996
Danielle Haithco	Office Administrator	\$1,381	12	35%	\$5,800
<b>TOTAL (Actual)</b>					<b>\$119,439</b>
<b>TOTAL (Rounded to nearest \$100)</b>					<b>\$119,500</b>



**ATTACHMENT A.1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
(BUDGET PAGE 3)

<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>	<b>AMOUNT</b>
EPSDT Medical Director Retainer	\$6,000.00
Professional fees for specific projects such as development of Disease specific chart documentation forms and web site development	6,000.00
Graphic design for marketing materials and educational materials and web site maintenance of same	5,500.00
<b>TOTAL</b>	<b>\$17,500.00</b>

<b>INTEREST</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
<b>TOTAL</b>	<b>AMOUNT</b>



# GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2012	<b>End Date</b> June 30, 2013	<b>Agency Tracking #</b> 31865-00349	<b>Edison ID</b> 32187
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<b>Contractor Legal Entity Name</b> Tennessee Chapter of the American Academy of Pediatrics	<b>Edison Vendor ID</b> 0000088867
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<b>Subrecipient or Vendor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	<b>CFDA #</b> 93.778 Dept of Health & Human Services/Title XIX
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**Service Caption (one line only)**  
Early Periodic Screening, Diagnostic and Treatment (EPSDT) Liaison Services

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$100,000.00	\$100,000.00			\$200,000.00
<b>TOTAL:</b>	\$100,000.00	\$100,000.00			\$200,000.00

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

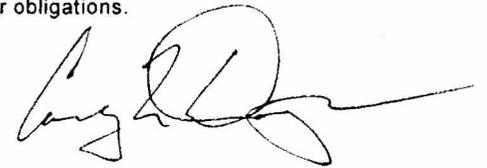
**Ownership/Control**

African American   
 Asian   
 Hispanic   
 Native American   
 Female  
 Person w/Disability   
 Small Business   
 Government   
 NOT Minority/Disadvantaged  
 Other:

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

<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input checked="" type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."

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



OCR USE - GR

GR1339276

<b>Speed Chart (optional)</b> TN00000134	<b>Account Code (optional)</b> 71304000
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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF 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, 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 Early Periodic Screening, Diagnostic and Treatment (EPSDT) Liaison Services, 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 represent primary care physicians in dialogue with TennCare on issues related to coding, billing and documentation of EPSDT services and assist in the development of related informational resources for primary care providers by:
  - a. Serving as a resource for information on the most current national coding practices and national trends, advising the Bureau of TennCare of national trends on uses and payment of individual codes such as the trend to begin reimbursing separately for hearing, vision and other CPT codes for services provided in conjunction with EPSDT visits;
  - b. Developing and maintaining forms for documentation of EPSDT exams. Convening committee (comprised of representatives of the Bureau of TennCare, an MCO, the Tennessee Department of Health, and Tennessee Chapter of the American Academy of Pediatrics) as needed to review updates to forms;
  - c. Exploring development of forms for documentation of disease-specific/chronic condition EPSDT exams;
  - d. Distributing forms in training programs as described in A.9 and other outreach activities, as applicable, and (or Maintaining forms in an electronic version on the TNAAP website);
  - e. Participate with TennCare, MCOs, and other professional organizations in EPSDT outreach efforts and other collaborative efforts.
- A.3. The Grantee shall represent primary care physicians and advise TennCare on audit processes for EPSDT to assist with the medical chart review in conjunction with MCOs and to assist in developing reasonable standards of care and methods of communication with primary care providers about audit results.
- A.4. The Grantee shall hold at least two (2) joint meetings per year with TennCare.
- A.5. The Grantee shall develop and implement training programs for pediatricians and other primary care providers to increase the frequency, quality and documentation of EPSDT services by:
  - a. Making available provider education from various sources including regional training programs;
  - b. Maintaining a training module, which includes;



- b. Maintaining a training module, which includes;
  - (1) EPSDT Overview;
  - (2) A review of individual screening components and what is included in each component (comprehensive health history, including developmental and behavioral screening, physician exam, immunization, laboratory work, hearing and vision screening and anticipatory guidance);
  - (3) Coding and billing; and
  - (4) Documentation (including electronic access to TNAAP EPSDT forms)
- c. Marketing programs to the target audience. Training with respect to coding shall not be limited to coding for EPSDT and will include;
  - (1) Development of one clinical webinar on obesity/mental health/medical home or ICD-10 (to be agreed upon by TNAAP and TennCare);
  - (2) Providing consultations for primary care providers with electronic health records (EHR) related to EPSDT and coding compliance, and
  - (3) Approaching physicians new to Tennessee and/or newly credentialed providers recommended to TNAAP by participating MCOs.
- d. Providing visits to individual offices, providing regional educational programs, and providing education through professional newsletters, and
- e. Visiting approximately ten (10) physicians' offices per month and/or conducting mock chart audits, participating in physician outreach events (such as exhibiting at conferences or presenting at meetings of primary care-related professional organizations or conducting regional EPSDT coding trainings) and participating in meetings with MCOs or other groups identified by TennCare. In the case of outreach events and meetings, each event will count in lieu of one office visit unless the event lasts for multiple days, in which case each day will count towards an office visit. In the case of regional trainings and webinars, each practice represented at the training will count towards an office visit.

- A.6 The Grantee shall serve as a resource to TennCare on national standards related to pediatric care.
- A.7. The Grantee shall serve as a liaison with other physician professional organizations.
- A.8. The Grantee shall assist in the design of TennCare's assessment and evaluation of the activities under this contract.
- A.9. 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.
- A.10. Any other projects/activities agreed to in writing by TNAAP and TennCare that would allow for mutually agreed upon projects to be carried out under the existing scope of services should funds be available.

**B. CONTRACT PERIOD:**

- B.1. This Grant Contract shall be effective for the period beginning July 1, 2012, and ending on June 30, 2013. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.



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

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thousand Dollars (\$200,000.00). 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:

Department of Finance and Administration  
Bureau of TennCare  
310 Great Circle Road  
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, Bureau of TennCare;
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor);
- (7) Grantee Name;
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract;
- (9) Grantee Remittance Address;
- (10) Grantee Contact for Invoice Questions (name, phone, 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 sixty (60) 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 thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service 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. 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.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. 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.16. 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.17. 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.18. 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.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. 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.21. 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.22. 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.23. 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.24. 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.25. 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  
Bureau of TennCare



310 Great Circle Road  
Nashville, TN 37243  
Telephone # (615) 507-6443 Phone  
FAX # (615) 741-0882 Fax

The Grantee:

Ruth E. Allen  
Executive Director  
Tennessee Chapter of the American Academy of Pediatrics  
P.O. Box 159201  
Nashville, TN 37215-9201  
[ruth.allen@tnaap.org](mailto: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. 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.6. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.7. 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.8. 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.9. 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.10. 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.11. 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.12. 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.13. 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/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.



- (2) Total compensation means the cash and noncash dollar value earned by the executive during the 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.14. HIPAA and HITECH Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) under the American Recovery and Reinvestment Act of 2009 (ARRA) and their accompanying regulations, and as amended.

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

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

Contractor warrants that it shall cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA



and HITECH and their accompanying regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA and HITECH.

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

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

IN WITNESS WHEREOF,

TENNESSEE CHAPTER OF THE AMERICAN ACADEMY OF PEDIATRICS:

*Ruth E. Allen*

5/20/2012

*RRA 6/13/2012*

GRANTEE SIGNATURE

DATE

Ruth E. Allen, Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION  
BUREAU OF TENNCARE:

*Mark A. Emkes / CD*

May 23, 2012

*MAE / CD  
May 23, 2012*

Mark A. Emkes, Commissioner

DATE



**ATTACHMENT A**  
**GRANT BUDGET**  
**(Grant Budget Page 1)**

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 July 1, 2012 and ending June 30, 2013.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$118,200	0.00	\$118,200
2	Benefits & Taxes	\$17,000	0.00	\$17,000
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$17,500	0.00	\$17,500
5	Supplies	\$1,500	0.00	\$1,500
6	Telephone / Technology	\$ 8,000	0.00	\$8,000
7	Postage & Shipping	\$1,500	0.00	\$1,500
8	Occupancy	\$2,500	0.00	\$2,500
9	Equipment Rental & Maintenance	\$750	0.00	\$750
10	Printing & Publications	\$7,500	0.00	\$7,500
11, 12	Travel/ Conferences & Meetings	\$17,500	0.00	\$17,500
13	Interest <sup>2</sup>		0.00	
14	Insurance	\$2,500	0.00	\$2,500
16	Specific Assistance To Individuals		0.00	0
17	Depreciation <sup>2</sup>		0.00	
18	Other Non-Personnel		0.00	
20	Capital Purchase <sup>2</sup>		0.00	
22	Indirect Cost (3%)	\$5,550	0.00	\$ 5,550
24	In-Kind Expense		0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$200,000.00</b>	<b>0.00</b>	<b>\$200,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: [www.state.tn.us/finance/trs/ocr/policy03.pdf](http://www.state.tn.us/finance/trs/ocr/policy03.pdf)).

<sup>2</sup> Applicable detail attached if line-item is funded.



**ATTACHMENT A CONTINUED**  
**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**  
**(Grant Budget Page 2)**

<b>LINE-ITEM DETAIL FOR: (PROFESSIONAL FEE/GRANT &amp; AWARD)</b>	<b>AMOUNT</b>
EPSDT Medical Director Retainer	\$6,000
Professional fees for specific projects such as development of Disease specific chart documentation forms and web site development	6,000
Graphic design for marketing materials and educational materials and web site maintenance of same	5,500
<b>TOTAL</b>	<b>\$17,500</b>

<b>LINE-ITEM DETAIL FOR: (TRAVEL/CONFERENCES &amp; MEETINGS)</b>	<b>AMOUNT</b>
Travel, lodging, meals to conduct office visits, trainings, outreach events, etc. across the state and attend	
Appropriate professional conferences, TennCare Meeting, MCO meetings, etc.	
<b>TOTAL</b>	<b>\$17,500</b>



**ATTACHMENT A CONTINUED**  
**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**  
**(Grant Budget Page 3)**

**BUDGET SUMMARY (Salaries Detail)**

**CONTRACTOR:** *TN Chapter of the American Academy of Pediatrics*

**CONTRACT TERM:** 07/01/12 through 06/30/13

**PROGRAM AREA:** EPSDT (Early Periodic Screening, Diagnosis & Treatment)

<b>NAME</b>	<b>POSITION TITLE</b>	<b>MONTHLY SALARY</b>	<b># OF MONTHS WORKED</b>	<b>% OF TIME WORKED</b>	<b>TOTAL CONTRACT SALARY</b>
Ruth Allen	Executive Director/EPSTD Director	\$7,756	12	35%	\$32,575
Shannon Hornsby	Development Director	\$2,503	12	10%	\$3,004
Melissa Koffman	Financial Manager	\$3,033	12	40%	\$14,558
Janet Smith	Coding Educator	\$5,130	12	100%	\$61,560
New hire to be determined	Project Coordinator	\$1,354	12	40%	\$6,500
<b>TOTAL (Actual)</b>					\$118,197
<b>TOTAL (Rounded to nearest \$100)</b>					\$118,200