



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date March 1, 2016	End Date February 28, 2019	Agency Tracking # 31865-00410	Edison Record ID 48925
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Contractor Legal Entity Name Altruista Health, Inc	Edison Vendor ID 195055
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Goods or Services Caption (one line only)
Provide and implement an off the shelf care coordination tool

Contractor <input checked="" type="checkbox"/> Contractor	CFDA # 93.778 Dept of Health & Human Services/Title XIX
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$136,000.00	\$1,224,000.00			\$1,360,000.00
2017	\$153,000.00	\$1,377,000.00			\$1,530,000.00
2018	\$153,000.00	\$1,377,000.00			\$1,530,000.00
2019	\$102,000.00	\$918,000.00			\$1,020,000.00
TOTAL:	\$544,000.00	\$4,896,000.00			\$5,440,000.00

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

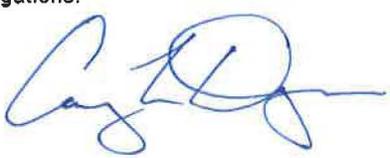
Other: For-Profit Corporation

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

Competitive Selection RFP

Other

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.



Speed Chart (optional) TN00000274	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
AND
ALTRUISTA HEALTH, INC.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration (HCFA), hereinafter referred to as the "State" or "HCFA" and Altruista Health, Inc., hereinafter referred to as the "Contractor," is to provide and implement an off the shelf care coordination tool, as defined in the "SCOPE OF SERVICES." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation
Contractor Place of Incorporation or Organization: Virginia
Contractor Edison Registration ID # 195055

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract. Definitions and Acronyms relative to this contract are located in Attachment C.
- A.2. The Contractor shall, in consultation with the State and TennCare Managed Care Organizations (MCOs), provide and implement an Off the Shelf Solution (Solution) with customizations that allows health care providers the ability to coordinate patients as outlined in this scope of work across multiple payers, plan types including Medicaid, Medicare, and Commercial plans. The primary use of this tool in the first phase is to enhance transitions of care, and potential future expansion to leverage this tool to enhance care coordination and management across the State's Medicaid enterprise. The Solution shall:
- a. Be a cloud based solution hosted on the Contractor's US resident servers
 - b. Receive ADT feed (admission, Discharge, and Transfer data) from multiple sources, and, process the information,
 - c. Produce risk score
 - d. Prioritize patients and activities based on patient's risk score
 - e. Track Gaps in Care and their closure
 - f. Allow for the view prescription fill information, and flag potential issues
 - g. Produce Care Plans based on Clinical Standards
 - h. Allow users to track completion of tasks attributed to the Care Plans and patient needs, and allow for scheduling of future tasks;
 - i. Utilize eCommunication to foster greater coordination across the Care Team; and
 - j. Support the work of both Patient-Centered Medical Home and Health Home care models.



- A.3. The Contractor shall provide a Solution that obtains and utilizes information from multiple sources and systems. The Solution shall intake and utilize:
- a. Standard ADT (Admission, Discharge, and Transfer) transactions;
 - b. CCD (Continuity of Care Document) transaction;
 - c. Transition-of-Care transactions;
 - d. Prescription(Rx) dataset from the TennCare Pharmacy Benefits Manager (PBM) contractor in standard format(s) such as RxNorm and NCPDP; and
 - e. Lab datasets from national/regional lab vendors in standard format(s) such as LOINC; Medical Claims.
- A.4. The Contractor shall provide a Solution that interfaces with each of the following:
- a. IBM Initiate Master Patient Index (MPI) engine;
 - b. IBM Initiate Master Provider Directory (MPD) engine;
 - c. Transaction Manager Clinical Knowledge Pack transaction engine;
 - d. Third party risk engine;
 - e. IVR systems for operationalizing PopHealth campaigns;
 - f. COTS (Commercial Off The Shelf) visualization tools (e.g., Qlik, Tableau) for analytics;
 - g. COTS ambulatory practice scheduling engines;
 - h. 2014 (and future updates) MU2-certified Ambulatory practice and facility EMRs;
 - i. Third party quality/care protocol engines (e.g., Milliman, InterQual);
 - j. Each MCO's CRM engine, including but not limited to:
 - (1) Clinical Care Advance (Care Compass);
 - (2) CSP FACETS;
 - (3) Advocate Resource Tool (ART); and
 - (4) Agent Workspace; and
 - k. Each MCO's UM/Auth engine, including but not limited to:
 - (1) UM Platform/EDI gateway;
 - (2) Facets;
 - (3) Maccess;
 - (4) Member 360;
 - (5) Care Advance; and
 - (6) Auto-Auth.
- A.5. The Contractor shall provide a Solution that supports Single Sign On with third party portals, including, but not limited to:
- a. TennCare Navigation portal; and
 - b. MCOs' provider portals.



- A.6. The Contractor shall provide a Solution that intakes, processes, and triages facility ADTs via HL7, and notifies appropriate Care Team members for follow-up action. The Solution shall:
 - a. Maintain connections with Navigation Portal and Transaction Manager;
 - b. Receive data feeds in near real-time from Transaction Manager Clinical Knowledge Pack transaction hub, acknowledge receipt of these feeds, and parse ADTs for use in the Solution;
 - c. Triage facility ADTs in near real-time, and notify appropriate Care Team members for follow-up action based upon PCP attribution and applicable Care Team assignments;
 - d. Determine ADT time-sensitivity, including, but not limited to, the following variables:
 - (1) Emergency department visits versus standard admissions;
 - (2) Facility re-admits;
 - (3) Discharges; and
 - (4) Transfers; and
 - e. Accept, process, and transmit the discharge summary of care information from hospitals.
- A.7. The Contractor shall provide a Solution that intakes third party PCP (Primary Care Provider) and Behavioral Health Provider attribution assignment from each MCO or participating commercial payer or centralized system. The Solution shall:
 - a. Interface with MCO attribution files;
 - b. Allow for updates to the attribution assignment based upon MCO-defined rules, and return acknowledgement to the sending MCO; and
 - c. Include a field that indicates which members are in a pay for performance program, and allow for capture and tracking of program attributes.
 - d. Allow for the attribution to both a Physical Health PCP and a Behavioral Health Provider.
- A.8. The Contractor shall provide a Solution that processes multiple patient case types, including behavioral health, medical, and social and supports patient care constructs, including but not limited to, PCMH and Health Home. The Solution shall:
 - a. Determine Care Plan escalation, moving up the priority of an action or patient in the task list, by both MCO and Care Manager defined rules that include, but are not limited to, the following escalation criteria as defined by HCFA:
 - (1) Criticality;
 - (2) Non-compliance;
 - (3) Cost thresholds; and
 - (4) Change of health circumstances; and
 - b. Provide a 360 degree patient view including:
 - (1) Claims datasets;
 - (2) Clinical datasets;
 - (3) Rx datasets; and
 - (4) Combined claims/clinical datasets.



- A.9. The Contractor shall provide a Solution that allows:
- a. Users to update patient demographics, consistent with security provisions;
 - b. Role-based patient release for access to sensitive information;
 - c. Identification and sending of patient information to a patient health delegate;
 - d. Multiple patient contact demographics, and identification of contact preferences, including, at a minimum, the following:
 - (1) Three (3) physical addresses;
 - (2) Three (3) email addresses;
 - (3) Three (3) telephone numbers;
 - (4) Health delegate election, identification, and contact information;
 - (5) Demographic information including age and ethnicity;
 - (6) Identification of patient communication preferences; and
 - (7) Emergency contact information; and
 - e. Multi-modal member/family searches, which shall include, but not be limited to:
 - (1) Name;
 - (2) Birthdate;
 - (3) Location;
 - (4) Demographic data: including age, ethnicity, gender; and
 - (5) Health situation, including but not limited to, health diagnosis, family members' health diagnosis, category of patient such as children with special health care needs.
- A.10. The Contractor shall provide a Solution that maintains and tracks Clinical Standards. These Clinical Standards are the prescribed recommendation of care for a given condition from a nationally recognized organization, such as the American Academy Pediatrics, Centers for Disease Control and Prevention, and U.S. Preventive Taskforce. The Contractor shall ensure that:
- a. The Clinical Standards are updated quarterly to reflect changes in Standards of Practice Recommendations;
 - b. The Clinical Standards are presented to the State for approval and approved by the State before being implemented or updated in the Solution;
 - c. The Solution allows for MCOs to adjust or amend these standards based upon specific plan policy and patient clinical situation;
 - d. The Clinical Standards are completely customizable based on the State's direction and shall be available in a plain language business rules format;
 - e. The Solution shall intake and utilize additional MCO-generated care management guidelines; and
 - f. The Solution allows users to look up standard administrative codes such as CPT and ICD-10
- A.11. The Contractor shall provide a Solution that produces risk scores. The Solution shall:
- a. Utilize the data sources set forth herein;



- b. Perform risk stratification based upon utilized risk model;
 - c. Allow for intake of MCO supplied risk score for stratification purposes;
 - d. Normalize a supplied risk score across multiple MCOs and stratify patients against the normalized score;
 - e. Offer support for patient predictive modeling (e.g., likelihood to worsen health status, likelihood for disease states); and
 - f. Display patient risk scores and create prioritized workflows for key stakeholders on the care coordination team.
- A.12. The Contractor shall provide a Solution that produces and processes gaps in care. The Solution shall:
- a. Generate gaps in care based on the datasets in sections A.3 and A.4 and a clinical guidelines algorithm as described in section A.10;
 - b. List gaps in care for each attributed patient;
 - c. Display gaps in care information based upon analysis against above clinical standards;
 - d. Pull clinical information from prevalent electronic medical records to close gaps in care;
 - e. Allow PCPs and Care Team members to exclude and update;
 - f. Allow the PCP/Care Team to manually close gaps in care, with space for comments;
 - g. Send updated gaps in care information to the MCOs when records are updated by PCPs or Health Home providers;
 - h. Display gaps in care and create prioritized workflows for key stakeholders on the Care Team;
 - i. Display gaps in care generated both inside and outside the Solution; and
 - j. Allow for gap analytics to facilitate patient campaign management.
- A.13. The Contractor shall provide a Solution that receives and displays prescription (Rx) data. The Solution shall have the ability to identify:
- a. Potential gaps in medication adherence;
 - b. Opportunities for generic substitution;
 - c. Rx non-compliance situations;
 - d. Rx-Rx interaction candidates; and
 - e. Overuse, misuse, and fraudulent Rx usage situations.
- A.14. The Contractor shall provide a Solution that assigns patients to both system-supplied and end user defined registries, sorting patient records into certain groups based on characteristics. The



Contractor shall suggest registries and the formulas behind them. The Contractor's registries shall be customizable based on the State's decisions. The Solution shall:

- a. Assign patients to both systems-supplied (agreed on by the State as referenced above) and end user defined registries;
- b. Perform auto-registry assignment based on risk score, patient clinical condition, patient demographics, dataset, and other registry factors;
- c. Modify auto-registry assignment based on patient-unique circumstances, new patient information, and the execution of clinical activities; and
- d. Have disease-specific registries, segmented by the following:
 - (1) Provider;
 - (2) Geo-spatial, based on the address of the patient so patients in close proximity may be grouped together; and
 - (3) Attributes selected by Care Managers for variables already listed in the system such as medication compliance, co-occurring diseases, and co-morbid diseases.

A.15. The Contractor shall provide a Solution that produces and supports Patient Care Plans. The Solution shall:

- a. Generate single-disease state patient care plans based upon a dataset;
- b. Generate co-morbid care plans based upon a dataset;
- c. Track execution of activities against the care plan;
- d. Produce activity alerts against the care plan, presented at a patient, Care Manager workload, and calendar view;
- e. Have care plan calendaring features, which allow for the scheduling of future activities based on patient needs and clinical standards, and clinical guidelines, allowing such events to be viewed in a calendar and summary schedule format;
- f. Generate care plan tasks based upon Care Manager actions;
- g. Provide a decision tree structure for the Care Manager to use so that he or she can decide on the best next action to take, ask the right questions, and determine the completion of the Care Plan;
- h. Allow the Care Manager to eliminate proposed Care Plan activities;
- i. Allow for specific content to support pediatric patients;
- j. Allow for specific content to support geriatric patients;
- k. Allow for the combining of family members into a "family record";
- l. Allow the Care Manager to reassign provider attribution based upon pre-defined rules;
- m. Allow manually altering prioritization of care management tasks;
- n. Allow for the creation of behavioral health plans which shall be able to be seen both separately from, and integrated with, clinical health plans;



- o. Produce Care Plans that are printable and able to be mailed; and
 - p. Maintain, execute and track activities against patient-specific care plans.
- A.16. The Contractor shall provide a Solution that has steering/clinical approval functionality, allows for the submitting and tracking of prior authorizations. The Solution shall:
- a. Allow for Care Manager generation of prior authorization requests against MCO-specific utilization management (UM) systems;
 - b. Accept Prior Authorization history from UM platform to the care coordination tool in 278 form;
 - c. Produce non-acute authorizations, such as 278, to UM system from the care coordination tool;
 - d. Interface with the MCOs' UM systems;
 - e. Produce automated authorization requests into those MCO UM systems based upon clinical situation and MCO UM rules; and
 - f. Track authorization approvals/denials.
- A.17. The Contractor shall provide a Solution that can generate a formal discharge plan for members of the Care Team based on roles, and for the patient and/or health delegate, delivered to each in the recipient's preferred eCommunications method.
- A.18. The Contractor shall provide a Solution that allows for the creation of Care Management Notes. The Solution shall:
- a. Create, send, and track campaigns, including, but not limited to, education emails, and questionnaires or surveys to patients, health delegates, and other Care Team members;
 - b. Create patient-specific Care Management Notes;
 - c. Allow other system users to create and update Care Management Notes;
 - d. Transmit and receive secure attachments to Care Management Notes; and
 - e. Allow secure Intra-Care Team communication and discussion.
- A.19. The Contractor shall provide a Solution that allows for eCommunications. The Solution shall:
- a. Allow the Care Team to modify standard letter templates at point-of-generation;
 - b. Produce and transmit urgent messages for Care Manager/MD for ED ADT;
 - c. Execute patient campaigns, including but not limited to:
 - (1) Vaccines; and
 - (2) Generic Rx, Rx substitution, and Rx compliance; and
 - d. Allow the Care Team to create, send, and track campaigns; these include, but are not limited to, education emails, and questionnaires or surveys to patients, health delegates, and other Care Team members;



- e. Auto-generate patient correspondence (i.e. scheduling letter, care plan) and deliver via eCommunication;
- f. Allow for utilization of message center within MCO for provider portals;
- g. Utilize the DIRECT protocol for intra-Care Team communications;
- h. Allow for eFax capabilities, including bundling and store and forward;
- i. Include real-time chat feature for usage with both patient and Care Team;
- j. Include real-time telemedicine feature for usage with both patient and Care Team;
- k. Auto-generate patient correspondence (e.g., scheduling letter, care plan) and deliver to print;
- l. Generate TXT patient alert, examples include:
 - (1) Rx Reminders;
 - (2) Appointment reminders; and
 - (3) Care activity reminders; and
- m. Intake patient TXT for activity execution (e.g., Yes/No/Done);
- n. Intake patient TXT for data (e.g., BP 150/90);
- o. Have multi-lingual correspondence engine that can overview languages available and roadmap for any (incremental) languages; and
- p. Provide or interface to secure eMail capabilities for use with both patients and Care Team members.

A.20. The Contractor shall provide a Solution that conducts the following reporting capabilities:

- a. User configurable reporting engine;
- b. Standard measures reporting provided and maintained (e.g., HEDIS, STARS, NCQA);
- c. Query engine (e.g., user ability to query against entire dataset using a COTS or bundled reporting engine);
- d. User sortable reporting;
- e. Ability to capture cost information for cost-savings reporting;
- f. Leakage reporting;
- g. Care Manager and Care Team performance reporting (e.g., patients/hour);
- h. Care Manager and Care Team patient performance reporting (e.g., patient baseline vs. improvement);
- i. Reporting of metrics at site and practice level
- k. Graphical display of data (e.g., workload performance charts with control limits); \



- l. Management reporting on quality, utilization and cost
 - m. Allow for state and MCO query and review of reports and metrics
- A.21. The Contractor shall provide a Solution that allows for supervisory Care Team management. The solution shall allow Care Managers, assigned by the practice, to:
- a. View Care Management workflow for the purposes of managing a Care Team, including but not limited to the following:
 - (1) Patient assignment load;
 - (2) Care Manager and Care Team work queue management;
 - (3) Care Manager and Care Team performance metrics;
 - (4) Security violations; and
 - (5) Exception reporting; and
 - b. Oversee the entire Care Team, including but not limited to the following:
 - (1) Workload; and
 - (2) Performance, based on MCO and TennCare quality metrics, and individually entered practice standards.
 - c. Allow for the viewing and comparison of CareTeams across a site and across a practice.
- A.22. The Contractor shall provide a Solution that provides for comprehensive audits including but not limited to:
- a. The ability to maintain audit trails;
 - b. Date and time stamped information about each user's access of the Solution, including data access;
 - c. Audit trail reporting capabilities;
 - d. Captures all touches and modifications to records in a user accessible audit file;
 - e. Retains audit file for seven (7) years, and be query-able by COTS reporting tools;
 - f. Near real-time audit breach alerting and reporting;
 - g. Can combine cases and audit logs for a single patient to correct for inadvertent duplication, changes in provider, and changing MCOs while maintaining the integrity of the patient longitudinal medical record, and.
 - a. Any or all of the above shall be made available to the State and State contracted MCOs upon request from the State
- A.23. The Contractor shall provide a Solution that allows for, but is not limited to, the following roles:
- a. PracticeSA - The individual at a given practice/facility responsible for administrating security (logins, roles, etc.), filing help desk requests, etc, and performing release/patch validation, to execute intra-practice activities such as manage user security, alter Care Manager workflow, and modifications to master tables;
 - b. SuperUser - The individual at a given practice/facility with in-depth product training, and responsible for administrating training for practice personnel;



- c. Care Team Worker - The individual at a given practice/facility that uses the system day-to-day for care coordination, care management, and patient interaction;
 - d. Care Team Manager - Oversees a team of Care Team workers;
 - e. Primary Care Provider (PCP) - The physical health primary care professional to whom the patient is attributed by the MCO, and
 - f. Behavioral Health Provider (BHP) - The mental health professional to whom the patient is attributed by the MCO.
 - g. Administer: An individual from the state, MCO, or other entity, approved and requested by the state. This user that can query and review care team, site, and practice level data, metrics, and reports.
- A.24. The Contractor shall provide a Solution that includes a user interface with role-based access and security settings, including but not limited to:
- a. Assignment of users to specific patients; and
 - b. Viewing of:
 - (1) List of gaps in care;
 - (2) ADT Alerts;
 - (3) Patient prioritization list; and
 - (4) Individual patient profile including but not limited to:
 - i. Care Plan;
 - ii. Risk Score; and
 - iii. ADTs.
- A.25. The Contractor shall provide, throughout the term of the Contract, user support for State staff, MCO staff, primary care providers, behavioral health providers, specialists, hospitals, other care providers, and facilities, including current and additional staff. User support includes but is not limited to:
- a. The development of training materials and modules for new users, and feature updates;
 - b. Training each new site before they use the Solution
 - c. Assisting new user sites in how to use the Solution;
 - d. Providing new user training;
 - e. Providing trainings for new features and updates;
 - f. Producing and updating a Frequently Asked Question document with answers to common user questions;
 - g. Providing staff who will provide training;
 - h. Providing assistance with technical and user issues; and
 - i. Providing a U.S.A. based, 24 hours a day, 7 days a week, help desk to answer user questions.



- A.26. The Contractor shall provide, throughout the term of the Contract, ongoing system maintenance and updates, which shall be approved, in writing, by the State prior to any systems maintenance or updates being performed by the Contractor. This shall include but is not limited to:
- a. Ensuring that the Solution intakes and utilizes standard clinical datasets, as outlined in the Scope of Services;
 - b. Ensuring that the Solution produces and receives secure communication;
 - c. Maintaining features functionality;
 - d. Providing a schedule of maintenance windows and any policy or procedures around those windows;
 - e. Providing the State with a plan and road map to adopt to future generation of standards such as ECQM, FHIR, and other standards previously list, and remain in compliance with updates to standards;
 - f. Ensuring that any security breaches are quickly remedied and reported to the State;
 - g. Ensuring that all patient data resides in the United States at all times; and
 - h. Complying with all State and MCO mandated security and privacy controls with respect to patient data.
- A.27. The Contractor shall provide quarterly updates to the Solution. These updates shall include, but are not limited to:
- a. Adjustments to system functions or procedures requested by the State;
 - b. Enhancement of existing features approved by the State; and
 - c. Updates necessary for the continued functioning of the Solution.
- A.28. The Contractor shall meet or exceed customer defined Service Level Agreements (SLAs) maximum amount of time allowed for, including but limited to:
- a. Performance/response SLA under two seconds;
 - b. Uptime SLA ninety-nine point nine percent (99.9%) time operational;
 - c. Patch maintenance not to exceed one (1) hour per week without seven (7) days prior notice and State approval;
 - d. Release maintenance not to exceed eight (8) hours per week without fourteen (14) days prior notice and State approval;
 - e. Help desk response and escalation not to exceed one (1) hour per incident, per escalation tier;
 - f. Disaster recovery response/reload not to exceed seventy-two (72) hours;
 - g. Breach notification not to exceed four (4) hours; and



- h. Statistically or customer-supported proven Solution that shall support, over time, and at peak, a minimum of twenty thousand (20,000) concurrent users, two thousand (2,000) practices, and five (5) million members/patients.

A.29. The Contractor shall provide a Solution that contains the following technical attributes:

- a. Allows for use of SME to configure master tables;
- b. Allows for Care Manager workload balancing based upon configurable rules (e.g., number of patients, registry assignments);
- c. Has all system documentation available and maintained electronically;
- d. Utilizes user/SME configurable embedded dashboard technology;
- e. Has a medical spell checker and nomenclature lookup function;
- f. Conducts real-time database updating and interfacing;
- g. Supports for queue-and-print functionality;
- h. Supports standard interface technologies (e.g., web service, APIs);
- i. Provides configuration tools catalog (e.g., wizards, editing tools, etc);
- j. Supports multiple operating systems including Windows, Mac, Linux, and Android;
- k. Supports multiple platforms including PC and Apple;
- l. Supports multiple hardware types including but not limited to:
 - (1) Desktop/laptop;
 - (2) Tablet; and
 - (3) Smartphone;
- m. Secures patient history to MCO attribution segment;
- n. Employs a role-based security model;
- o. Has standard, configurable password rules;
- p. Supports data encryption both stationary and in-flight (e.g., https, SeMail); and
- q. Has the ability to produce de-identified data set for quality control, and to inform decision making.

A.30. The Contractor shall complete an ADT transmission test to the State's satisfaction in its sole discretion, on or before April 15, 2016.

- a. The ADT Transmission test shall validate the end-to-end ADT integration loop, including the prioritized and accurate notification of delivery resources with patient attribution/referral ownership. For test purposes the Solution's master file componentry for patient, practice, facility will be used, with an assumption that Transaction Manager shall only forward validated and identified ADTs.
- b. ADT transmission test shall include successful:



- (1) Establishment of real-time ADT connectivity between a representative sample of the pilot catchment facilities and TennCare/Transaction Manager, and validation of the end-to-end transmittal integration;
- (2) Development of ADT workflows and exception handling procedures within the pilot practices;
- (3) Establishment of pilot-class ADT support infrastructure (call center, product issues, connectivity issues), with design of a production extensible model;
- (4) MCO Medical Director segmentation of "urgent-and-emergent" ADT transaction set (versus production ADT);
- (5) Validation of urgent-and-emergent ADT eCommunications to patient PCP, and other referral delivery resources (e.g., care coordinator, specialists);
- (6) ADT resend test, in the event of a failed communications incident or erroneous transaction; and
- (7) Validation of ADT reporting for MCOs, practices, and facilities.

A.31. The Contractor shall complete a Data Management Test to the State's satisfaction in its sole discretion, on or before May 1, 2016.

- a. The Data Management Test is to validate the loading and ongoing maintenance of the Solution's dataset, including member master (within the Solution, not the TennCare MPI), medical and Rx claims, and all associated production activities that shall occur with the dataset. It shall mirror the production data management model.
- b. The Data Management Test shall include:
 - (1) Successful initial load of the pilot dataset (member, provider, medical claims, Rx claims);
 - (2) Reload/update procedure for the above datasets, and exception handling workflows;
 - (3) Validation that all data maintenance works properly and securely. Examples include, but are not limited to:
 - i. Member MCO change;
 - ii. Member PCP attribution change;
 - iii. Demographic change;
 - iv. PCP business relationship change;
 - v. Replacement PCP;
 - vi. PCP coverage substitute;
 - vii. Clinical exclusion;
 - viii. Re-registry assignment; and
 - ix. Metrics and performance reporting re-computation.

A.32. The Contractor shall complete a Production Load Estimation Test to the State's satisfaction in its sole discretion, on or before May 15, 2016.

- a. The Production Load Estimation Test is designed to get both a timing loop on, and to test out the ability of the Solution to handle the entire TennCare book of business.



- b. The Production Load Estimation Test shall include membership, providers, medical and Rx claims for a minimum of five million (5,000,000) members, twenty thousand (20,000) Solution users across two thousand (2,000) practices, and two hundred (200) facilities. These tests will be predominately statistical in nature, but where viable, a load-inducing product such as HP LoadRunner shall be employed to assess response under stress.
 - c. The Production Load Estimation Test shall include successful (as determined by the State in its sole discretion):
 - (1) Load of a representative sample, and timing loop estimation for initial load of the whole production TennCare primary datasets; member, provider, medical claims, Rx claims;
 - (2) Statistical data validation of these loads within the Solution;
 - (3) Statistical validation of security model for full production load;
 - (4) Statistical validation of, and timing loop estimation for risk engine across whole population;
 - (5) Statistical validation of, and timing loop estimation for gaps engine across whole population;
 - (6) Validation of eCommunications engine across whole population based upon messaging forecast;
 - (7) Validation of full-load login density; and
 - (8) Desk walkthrough of production backup and restore procedures, and a recovery test.
- A.33. The Contractor shall complete a Functionality Test Series to the State's satisfaction in its sole discretion, on or before July 15, 2016.
- a. The Functionality Test Series is to validate the full spectrum of the Solution's functionality once the pilot data loads are complete and validated.
 - b. The Functionality Test Series shall include successful:
 - (1) Execution and validation of the risk scoring engine;
 - (2) Execution and validation of the risk stratification process;
 - (3) Execution and validation of the registry assignment process;
 - (4) Execution and validation of the gaps engine;
 - (5) Generation of care coordination plans and transactions consistent with incoming ADT transactions;
 - (6) Generation of care coordination plans and transactions consistent with gaps engine results; and
 - (7) Generation of standard performance metrics.
 - (8) Documentation of testing of security functions
- A.34. The Contractor shall provide the State with up to date Standard Operating Procedures (SOPs) that document the specific set of steps that would be taken in case of a given situation. The Contractor shall provide SOPs for, but not limited to:



- a. Breach;
- b. Attempted breach;
- c. System shutdown/reset;
- d. Disaster Recovery (DR) model (e.g., environment failover, resolution SoP);
- e. Federated security management model that shall include, at a minimum, fine grain security management at a practice
- f. User-configurable, self-service SLA reporting;
- g. Refresh frequency for Care Management (CM) functionality, including but not limited to:
 - (1) Risk scoring & stratification;
 - (2) Registry assignment;
 - (3) Gaps engine execution; and
 - (4) Care plan generation;
- h. Client breach notification;
- i. Standard downtime model (e.g., patches, releases, infrastructure upgrades);
- j. Help desk capabilities and management; and
- k. Disaster Recovery/Business Continuity plan and Disaster Recovery/Business Continuity testing plan and test drill results.

A.35. The Contractor shall create and maintain a Project Management Plan and detailed timeline for Coordinated Care Tool with dates for all activities to be performed by the Contractor, State staff, and other partners, in order to deliver all the deliverables identified in this Scope of Services and set forth below in the Timeline for Coordinated Care Tool Deliverables table are provided to the State by the deadlines specified therein. The Project Management Plan shall be approved by the State prior to its implementation and any revision(s) thereof, and, as directed by the State, will build off of the Development and Implementation Plan, but will include more details, and will cover all areas of the Contract.

- a. The Project Management Plan shall be submitted to the State for approval within thirty (30) days of the Effective Date. Deliverables 1 through 10 in the table below shall make up the testing and pilot phase, while Deliverables 11 through 13, continuing through the end of the contract, shall make up the expansion and use phase of this Contract. It is anticipated that the Solution will first be applied to practices participating in the State's Patient Center Medical Home program, and then expanded to the State's Health Home Program.
- b. The Project Management Plan shall include specific staffing plans and capacity broken down by the individual deliverables set forth below for each phase of the Contract. The Contractor shall maintain the Project Management Plan, and make adjustments approved by the State throughout the Contract term.
- c. The Projected Due Dates set forth below shall be finalized upon approval by the State of the proposed Project Management Plan. The final Due Dates shall be communicated to the Contractor through a Control Memorandum, pursuant to Contract Section A.44 below.



Timeline for Coordinated Care Tool Deliverables		
Testing and Pilot Phase		Projected Due Date
1.	Project Management Plan Due to State (A.35)	April 1, 2016
2.	Standards of Practice Due to State (A.34)	April 1, 2016
3.	Development and Implementation Plan Due to State (A.36)	April 15, 2016
4.	Pass ADT test (A.30)	April 15, 2016
5.	Pass Data Management Test (A.31)	May 1, 2016
6.	Pass Production Load Test (A.32)	May 15, 2016
7.	Full Functions Ready for Launch, Implementation at Pilot Sites Starts	June 1, 2016
8.	Pass Functionality Test (A.33)	July 15, 2016
9.	Pilot Complete (A.37)	August 1, 2016
10.	Pilot Report and Expansion Plan Due (A.38)	August 15, 2016
Expansion and Use Phase		Projected Due Date
11.	Start rollout of Solution to additional PCMH sites (A.39)	September 1, 2016
12.	Expand Solution to Health Home Sites (A.39)	October 1, 2016
13.	State-wide rollout of Solution	January 1, 2017

A.36. The Contractor shall deliver a Development and Implementation Plan to the State on or before April 15, 2016. The Plan shall include:

- a. High-level Development and Implementation Plan including but not limited to:
 - (1) Detailed description of strategy for development, implementation and rollout;
 - (2) Timelines and project work plan;
 - (3) Number of practices/facilities in each phase;
 - (4) Contingencies;
 - (5) Testing methodology and documentation;
 - (6) Expected timeline for specified functionality; and
 - (7) Larger rollout schedule and strategy

- b. PMO templates including but not limited to:
 - (1) Change request;
 - (2) Issue management;
 - (3) Status reporting; and



- (4) Testing plan
 - c. Contractor Project Team organizational chart, roster and contact information.
 - d. Pilot Plan
 - (1) Plan testing the Solution with up to ten (10) practices designated by the State, representing up to (40) unique sites with up to a fifty thousand (50,000) attributed patients.
 - (2) Plan for capturing user satisfaction during Pilot
 - (3) Process for capturing feedback during the Pilot
 - (4) Measurements for success during Pilot.
- A.37. The Contractor shall conduct a sixty (60) day pilot of the Solution testing all functionality and user experience. The pilot will contain up to ten (10) practices designated by the State, representing up to (40) unique sites, with up to a fifty thousand (50,000) attributed patients. During the Pilot the Contractor shall:
- (1) Test all functionality of the Solution
 - (2) Capture user satisfaction during Pilot
 - (3) Collect feedback during the Pilot
 - (4) Measure the success of the Solution and user experience.
- A.38. Within fifteen (15) days of completion of the Testing and Pilot Phase, the Contractor shall give the State a Pilot Report and Expansion Plan overviewing this phase, which shall include at a minimum:
- a. Key successes and challenges
 - b. How successes and challenges will be addressed in the wider rollout;
 - c. Summary of Testing and Pilot Phase practices experience using the Solution;
 - d. Survey results of Testing and Pilot Phase Solution users;
 - e. Feedback from Testing and Pilot Phase practices, and how any issues will be addressed moving forward;
 - f. Any additional changes needed for the larger rollout, and how these will be addressed;
 - g. An Expansion Plan including updates to the Development and Implementation Plan (minus the Testing and Pilot Phase section) and/or Project Management Plan, as directed by the State;
 - h. The Contractor shall not expand the Solution following the Testing and Pilot Phase until the Expansion Plan and/or Project Management Plan is approved.
- A.39. The Contractor shall rollout the solution to PCMH, Health Homes, and other practices and sites in accordance with the state instruction. The roll out includes:



- a. Establishing new Solution users;
- b. Providing training to sites;
- c. Providing assistance to sites on the use of the tool;
- d. Providing and maintaining access to the tool.

A.40. The Contractor shall provide a monthly written report to the designee at the State with updates on each of the following categories:

- a. Development;
- b. Implementation;
- c. Rollout;
- d. Successes and Challenges;
- e. Any changes to anticipated timelines and project work plan;
- f. Number of practices in each phase;
- g. Contingencies;
- h. Testing approach; and
- i. Expected timeline for specified functionality.
- j. An attachment listing:
 - (1) Users who have not logged in the last month
 - (2) Users who have not logged into the Solution in the last three (3) months

A.41. The Contractor shall participate in and get input on the Solution and the Solution's implementation, including gathering input and participation in meetings as follows:

- a. Stakeholder Meetings held at the HCFA offices in Nashville or at the stakeholder's office, including the following:
 - (1) Payers - a Payer Coalition group meeting is held every two (2) weeks for two (2) hours unless otherwise directed by the State. In addition, all four (4) members of the Payer Coalition shall have one-on-one calls with the State every two (2) weeks for at least a half hour or one (1) hour, as directed by the State.
 - (2) Providers - Providers shall participated in monthly two (2)hour Provider Stakeholder group meetings, and in one-on-one discussions as requested by the State, and at least one (1) individual Provider Stakeholder meeting being held every two (2) weeks throughout the term of the Contract, with a substantially higher number of meetings during intensive periods of the Contract. This includes meeting with practices/facilities interested in adapting the Solution, meeting with pilot sites, and with practices/facilities who have already implemented the Solution.



- (3) State Leadership - State staff from HCFA and State of Tennessee Benefits Administration will hold two (2) hour leadership meetings every other week to review the goals and strategies for Primary Care Transformation during the term of the Contract. In addition, Contractor shall attend weekly meetings with State staff, including the leads on PCMH and Health Homes. Attendance at weekly meetings with the State's information technology staff may also be requested.
 - b. Meetings with the Centers for Medicare and Medicaid Services (CMS) staff and contractors at the request of the State, e.g., Technical Assistance staff, state evaluator staff, and project officers.
 - c. Other meetings as requested.
- A.42. The Contractor shall add and remove access of providers to the Solution as requested by the State. This shall include:
- a. Providing user training to the Solution to new users;
 - b. Establishing new user accounts for providers as requested by the State;
 - c. Adding new providers attributed patients to the Solution;
 - d. Providing the State with information on providers who have not logged in to the Solution for the last month and last three (3) months;
 - e. Removing providers from the Solution when requested by the State;
 - e. Removing patients and former patients from the solution as requested by the State.
- A.43. All functionality and information described above shall be provided to State designates including their staff and contractors, upon the State's request, including but not limited to:
- a. MCOs, CoverKids and TennCare Select provider
 - b. Evaluator Contractors
 - c. Training Contractors
 - d. Other Contractors and
 - e. Other State or Federal Agencies designated by the State
- A.44. In the Expansion and Use Phase as defined in Section A.35, the Contractor shall be reimbursed at a per member per month (PMPM) active user rate specified in section C.3.b. For a member to be counted in the PMPM number submitted by the Contractor to the State for payment, the member must be an eligible recipient loaded in the Solution, and be attributed to a provider who is an active user of the Solution. To be considered an active user of the Solution, the provider must meet all of the following conditions:
- a. has been approved by the State for access to the Solution;
 - b. has a user log in;
 - c. has received training on the Solution, and
 - d. has not been removed or requested to be removed from the Solution.
- A.45. During the Contract term, the Contractor shall not agree to rates for Tennessee commercial and Medicare Advantage health insurers that exceed the per member per month active user rate for the State as set forth in Section C.3.b without prior written approval from the State.
- A.46. The Contractor shall, as directed by the State and at no additional cost to the State, coordinate with, facilitate the prompt exchange of information between, and work collaboratively with any and all other State contractors and State Agencies. If required in order for the Contractor to proceed with any part of the Scope of Services which involves sharing or obtaining information of a confidential, proprietary, or otherwise valuable nature with or from another State contractor, the Contractor may be requested to sign mutually agreeable documents, including but not limited to Non-Disclosure Agreements (Non-Disclosure Documents), which are reasonably necessary to



maintain cooperation and collaboration among and with any and all other State contractors and State agencies in the performance of the Contract.

All information the Contractor may receive, have disclosed to it, or otherwise becomes known to Contractor during the performance of this Contract from any other State contractor, that the State contractor considers to be propriety or confidential in nature pursuant to a Non-Disclosure Document entered into between the Contractor and another State contractor, shall be governed by such Non-Disclosure Document.

Nothing in this Section, including failure to negotiate and enter into a Non-Disclosure Document acceptable to Contactor with another State contractor, shall be construed to relieve the Contractor of its duty to perform any requirements or deliverables under this Contract. Other than as permitted in Section C. of this Contract, Payment Terms and Conditions, the Contractor shall not invoice the State for any such coordination services, and the State shall not be liable to the Contractor for payment of any such coordination services, without the prior written consent of the State.

- A.47. Control Memorandum(a) (CM) Process - The CM process shall be utilized by the State to clarify Contract requirements, issue instruction to the Contractor, document action required of the Contractor, or request information from the Contractor. In addition, the CM process shall be used by the State to impose assessments of damages, either actual or liquidated. This process will be used to address issues or matters that do not require a contract amendment. Each CM must be in writing and indicate the date on which it was issued. CMs may provide relevant history, background, and other pertinent information regarding the issue(s) being addressed in the CM. Each CM will establish a deadline or timeframe for the Contractor's reply or other action. All CMs submitted to the Contractor must be signed and approved by the State's Project Director (or his/her designee). When the CM pertains to damages, either actual or liquidated, the State may issue consecutive CMs, as may be necessary or appropriate.
- a. A CM may include one (1) or more of the following five (5) components of the CM process described below:
- (1) On Request Report (ORR) - a request directing the Contractor to provide information by the time and date set out in the CM.
 - (2) Control Directive (CD) - instructions that require the Contractor to complete, within a designated timeframe, one (1) or more deliverables or to perform any other request from the State that is within the scope of the Contract. A CD may also provide clarification of certain Contract terms. Once a CM/CD has been issued, it shall be considered to be incorporated into this Contract.
 - (3) Notice of Potential Damages (Actual or Liquidated) (NPD) – notification to the Contractor that the State has determined that a potential Contract performance or compliance issue exists and that the State is contemplating assessing damages, actual and/or liquidated. The NPD shall identify the Contract provision(s) on which the State determination rests.
 - (4) Notice of Calculation of Potential Damages (Actual or Liquidated) (NPCD) – notification to the Contractor that provides a calculation of the amount of potential damages, actual and/or liquidated, that the State is contemplating assessing against the Contractor. NPDs and NPCDs may be issued consecutively or simultaneously.
 - (5) Notice of Intent to Assess Damages (Actual or Liquidated) (NIAD) – notification to the Contractor that the State is assessing damages and specifying whether the damages are actual damages, liquidated damages, or both. The NIAD shall identify the NPD and NPCD upon which it is based. The NIAD shall specify the total amount and type of damages, whether actual or liquidated, the State intends to assess. Following the issuance of an NIAD, the State may elect to withhold damages from payments due to Contractor. The State may not issue a NIAD without first issuing a NPD and a NPCD.



- b. Damages for failure to comply with CM. The Contractor shall fully comply with all CMs. Failure to do so may result in sanctions, including liquidated damages as listed in Attachment B (Liquidated Damages) and/or termination of the Contract.
 - c. Appeal of Damages by Contractor. Contractor may appeal either the basis for NPD or calculation of NCPD potential damages, either actual or liquidated. To do so, the Contractor shall submit to the State's Project Director (or his/her designee) a written response to the NPD and/or NCPD within ten (10) business days of receipt of a CM which includes a NPD or a NCPD. The State's Project Director (or his/her designee) shall review the appeal and provide notice of his/her determination to the Contractor through a CM. If the Contractor disagrees with the State's Project Director's (or his/her designee) initial appeal determination or the State's Project Director (or his/her designee) is unable to resolve the appeal, the Contractor may submit a written request to the State's Project Director (or his/her designee) that the matter be escalated to senior management of the Agency. Contractor shall submit such a request for escalation within ten (10) business days of its receipt of the initial appeal determination from the State's Project Director (or his/her designee) or of notification by the State's Project Director that he/she is unable to resolve the appeal. The State's senior management shall provide written notice of its final determination to the Contractor. Upon appeal or escalation, the State shall not increase the amount of the potential damages.
- A.48. Standards for Electronic Health Record Technology. The Grantor State Agency and the Grantee shall comply with all federal requirements related to 42 CFR 495, Standards for the Electronic Health Record Technology Incentive Program, Subpart D, such as, but not limited to 42 CFR 495.324, 495.346, 495.348, 495.354 and 495.360.
- B. CONTRACT PERIOD:**
- B.1. This Contract shall be effective on March 1, 2016 ("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 Contractor prior to the Effective Date.
 - B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- C. PAYMENT TERMS AND CONDITIONS:**
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Million Four Hundred Forty Thousand Dollars (\$5,440,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
 - C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
 - C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.



- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Completion of Project Management Plan (A.35)	<u>\$170,000.00</u>
Provision of Standard Operating Procedures (A.34)	<u>\$170,000.00</u>
Completion of Development and Implementation Plan (A.36)	<u>\$170,000.00</u>
Pass ADT Test (A.30)	<u>\$170,000.00</u>
Pass Data Management Test (A.31)	<u>\$170,000.00</u>
Pass Production Load Test (A.32)	<u>\$170,000.00</u>
Pass Functionality Test (A.33)	<u>\$170,000.00</u>
Completion of Pilot and Submission of Pilot Report and Expansion Plan Submitted (A.37 & A.38)	<u>\$170,000.00</u>
Statewide Expansion and Use (A.44)	
1 – 250,000 active members	\$.38 /per member per month Active User Rate
250,001 – 750,000 active members	\$.34 /per member per month Active User Rate
750,001 and above active members	\$.30 /per member per month Active User Rate

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.



C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

310 Great Circle Road
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: Department of Finance and Administration, Division of Health Care Finance and Administration;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in



accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").
 - a. The Contractor shall complete, sign, and present to the State:
 - (1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card.
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract, other than information or data that is necessary for one or more Contract deliverables, shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Department of Finance and Administration
Division of Health Care Finance and Administration
Bureau of HCFA
310 Great Circle Road
Nashville TN 37243
Telephone # (615) 507-6443



FAX # (615) 253-5607

The Contractor:

Dave Clossey
Altruista Health, Inc.
11480 Sunset Hills Road, Suite 200E
Reston, VA 20190
dclossey@altruistahealth.com
Telephone # (703) 707-8890 x 511
FAX # (703) 707-9773

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

All information or data that is necessary for one or more deliverables set forth in this Contract shall be transmitted between HCFA and Contractor via the data transfer method specified in advance by HCFA. This may include, but shall not be limited to, transfer through HCFA's SFTP system. Failure by the Contractor to transmit information or data that is necessary for a deliverable in the manner specified by HCFA, may, at the option of HCFA, result in Liquidated Damages as set forth on Contract Attachment B hereto.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. Either Party may terminate this Contract without cause for any reason. A party's exercise of its right to terminate this Contract for convenience shall not be deemed a breach of contract by either Party. The terminating Party shall give the other Party at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any good or service that has not been provided, nor shall the Contractor be relieved of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.



D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. In addition, the Contractor shall comply with the provisions of Contract Section E.27 (Nondiscrimination Compliance Requirements) and this Section D.9 shall not be deemed to limit or abridge any requirement set forth in Section E.27.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.



- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.



- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor 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 Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor 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 Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this 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 Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of



the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation. All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements. The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment,



tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
 - ii. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employees fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.



- D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the 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.

- D.25. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.



- D.26. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract. In addition, the Contractor shall comply with the provisions of Contract Section E.16, (Applicable Laws, Rules, Policies and Court Orders), and this Section D.26 shall not be deemed to limit or abridge any requirement set forth in Section E.16.
- D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
 - f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Contractor shall only use Confidential information for



activities pursuant to and related to the performance of the Contract. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.3 State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

E.4 Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.



- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.
- c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.
- E.5 State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.6 Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation 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 Contract.
- E.7 Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.9 Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or



action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.10. Liquidated Damages. If failure to comply with requirements of this contract occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment B and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to avail itself of any other remedy available under this Contract or at law or equity.

- E.11. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.12. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.13. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its



employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.14. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if



the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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

- E.15 Survival. The terms, provisions, representations, and warranties contained in Sections D.11 (Records), D.19 (Hold Harmless), D.20 (HIPAA Compliance), E.2 (Confidentiality of Records), E.7 (Prohibited Advertising), E.9 (Intellectual Property) E.13 (Personally Identifiable Information), E.19 (Notification of Breach), E.21 (SSA Data), and E.25 (IRS Data) of this Contract shall survive the completion of performance, termination or expiration of this Contract.
- E.16. Applicable Laws, Rules, Policies and Court Orders. The Contractor 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. Contractor 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 Contractor 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 Contractor and between the Contractor and its providers and/or subcontractors to a halt, if for any reason the Contractor cannot meet the requirements of this Section, HCFA may terminate this Contract.
- d. Ensure that Protected Health Information (PHI) exchanged between the Contractor 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 Contractor, its officers, directors, employees, subcontractors or agents or by a third party to which the Contractor 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 Contractor 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



Contractor 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 Contractor 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 Contractor 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 Contractor staff and employees and maintain signed acknowledgements by staff and employees of the Contractor'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 Contractor's own legal responsibilities;
- r. Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by Contractor employees and other persons performing work for the Contractor 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 periodically report such incidents to HCFA in summary fashion.

E.18. Information Holders. HCFA and the Contractor are "information holders" as defined in TCA 47-18-2107. In the event of a breach of the security of Contractor's information system, as defined by TCA 47-18-2107, the Contractor 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 Contractor 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 Contractor 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 Contractor, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Contractor'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. Transmission of Contract Deliverables. All information or data that is necessary for one or more deliverable set forth in this Contract shall be transmitted between HCFA and Contractor via the data transfer method specified in advance by HCFA. This may include, but shall not be limited to, transfer through HCFA's SFTP system. Failure by the Contractor to transmit information or data that is necessary for a deliverable in the manner specified by HCFA, may, at the option of HCFA, result in liquidated damages as set forth on Contract Attachment B, hereto.
- E.21. Social Security Administration (SSA) Required Provisions for Data Security. The Contractor shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. §3541, *et seq.*), and related National Institute of Standards and Technology guidelines. In addition, the Contractor shall have in place administrative, physical, and technical safeguards for data.
- a. The Contractor shall not duplicate in a separate file or disseminate, without prior written permission from HCFA, the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the HCFA program. Should the Contractor propose a redisclosure of said data, the Contractor must specify in writing to HCFA the data the Contractor proposes to redisclose, to whom, and the reasons that justify the redisclosure. HCFA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the HCFA program.
 - b. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.
 - c. The Contractor shall provide a current list of the employees of such contractor with access to SSA data and provide such lists to HCFA.
 - d. The Contractor shall restrict access to the data obtained from HCFA to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The Contractor shall not further duplicate, disseminate, or disclose such data without obtaining HCFA's prior written approval.
 - e. The Contractor shall ensure that its employees:
 - (1) properly safeguard PHI/PII furnished by HCFA under this Contract from loss, theft or inadvertent disclosure;
 - (2) understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee is at his or her regular duty station;
 - (3) ensure that laptops and other electronic devices/ media containing PHI/PII are encrypted and/or password protected;



- (4) send emails containing PHI/PII only if encrypted or if to and from addresses that are secure; and,
- (5) limit disclosure of the information and details relating to a PHI/PII loss only to those with a need to know.

Contractor employees who access, use, or disclose HCFA or HCFA SSA-supplied data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

- f. Loss or Suspected Loss of Data—If an employee of the Contractor becomes aware of suspected or actual loss of PHI/PII, he or she must immediately contact HCFA immediately upon becoming aware to report the actual or suspected loss. The Contractor will use the Loss Worksheet located at http://www.tn.gov/assets/entities/tenncare/attachments/phi_piiworksheet.pdf to quickly gather and organize information about the incident. The Contractor must provide HCFA with timely updates as any additional information about the loss of PHI/PII becomes available.

If the Contractor experiences a loss or breach of said data, HCFA will determine whether or not notice to individuals whose data has been lost or breached shall be provided and the Contractor shall bear any costs associated with the notice or any mitigation.

- g. HCFA may immediately and unilaterally suspend the data flow under this Contract, or terminate this Contract, if HCFA, in its sole discretion, determines that the Contractor has: (1) made an unauthorized use or disclosure of HCFA SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Contract.
- h. This Section further carries out Section 1106(a) of the Act (42 U.S.C. 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. 3541 et seq.), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the SSA stipulates that the Contractor must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system.

i. Definitions

- (1) "SSA-supplied data" – information, such as an individual's social security number, supplied by the Social Security Administration to HCFA to determine entitlement or eligibility for federally-funded programs (CMPPA between SSA and F&A; IEA between SSA and HCFA).
- (2) "Protected Health Information/Personally Identifiable Information" (PHI/PII)(45 C.F.R. 160.103; OMB Circular M-06-19) – Protected health information means individually identifiable health information that is: (i) Transmitted by electronic media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- (3) "Individually Identifiable Health Information"— information that is a subset of health information, including demographic information collected from an individual, and: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or



future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- (4) "Personally Identifiable Information" – any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, including any other personal information which can be linked to an individual.

E.22. Medicaid and CHIP - The Contractor must provide safeguards that restrict the use or disclosure of information concerning applicants and beneficiaries to purposes directly connected with the administration of the plan:

- a. Purposes directly related to the administration of Medicaid and CHIP include:
 - (1) establishing eligibility;
 - (2) determining the amount of medical assistance;
 - (3) providing services for beneficiaries; and,
 - (4) conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to Medicaid or CHIP administration.
- b. The Contractor must have adequate safeguards to assure that:
 - (1) Information is made available only to the extent necessary to assist in the valid administrative purposes of those receiving the information, and information received under 26 USC is exchanged only with parties authorized to receive that information under that section of the Code; and,
 - (2) the information is adequately stored and processed so that it is protected against unauthorized disclosure for other purposes.
- c. The Contractor must have criteria that govern the types of information about applicants and beneficiaries that are safeguarded. This information must include at least--
 - (1) Names and addresses;
 - (2) Medical services provided;
 - (3) Social and economic conditions or circumstances;
 - (4) Contractor evaluation of personal information;
 - (5) Medical data, including diagnosis and past history of disease or disability
 - (6) Any information received for verifying income eligibility and amount of medical assistance payments, including income information received from SSA or the Internal Revenue Service;
 - (7) Any information received for verifying income eligibility and amount of medical assistance payments;
 - (8) Income information received from SSA or the Internal Revenue Service must be safeguarded according to Medicaid and CHIP requirements;
 - (9) Any information received in connection with the identification of legally liable third party resources; and.
 - (10) Social Security Numbers.
- d. The Contractor must have criteria approved by HCFA specifying:
 - (1) the conditions for release and use of information about applicants and beneficiaries:



- (2) Access to information concerning applicants or beneficiaries must be restricted to persons or Contractor representatives who are subject to standards of confidentiality that are comparable to those of HCFA;
- (3) The Contractor shall not publish names of applicants or beneficiaries;
- (4) The Contractor shall obtain permission from a family or individual, whenever possible, before responding to a request for information from an outside source, unless the information is to be used to verify income, eligibility and the amount of medical assistance payment to an authorized individual or entity;
- (5) If, because of an emergency situation, time does not permit obtaining consent before release, the Contractor shall notify HCFA, the family or individual immediately after supplying the information.
- (6) The Contractor's policies must apply to all requests for information from outside sources, including governmental bodies, the courts, or law enforcement officials.
 - i. The Contractor shall notify HCFA of any requests for information on applicants or beneficiaries by other governmental bodies, the courts or law enforcement officials ten (10) days prior to releasing the requested information.
- (7) If a court issues a subpoena for a case record or for any Contractor representative to testify concerning an applicant or beneficiary, the Contractor must notify HCFA at least ten (10) days prior to the required production date so HCFA may inform the court of the applicable statutory provisions, policies, and regulations restricting disclosure of information.
- (8) The Contractor shall not request or release information to other parties to verify income, eligibility and the amount of assistance under Medicaid or CHIP, prior to express approval from HCFA.

E.23. Employees Excluded from Medicare, Medicaid or CHIP. The Contractor does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly employ, in the performance of this Contract, employees who have been excluded from participation in the Medicare, Medicaid, and/or CHIP programs pursuant to Sections 1128 of the Social Security

E.24. Offer of Gratuities. By signing this contract, the Contractor signifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the federal General Accounting Office, federal Department of Health and Human Services, the Center for Medicare and Medicaid Services, or any other state or federal agency has or will benefit financially or materially from this Contract. This Contract may be terminated by HCFA as provided in Section D.6, 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.

E.25. Internal Revenue Service (IRS) Safeguarding Of Return Information:

- a) Performance - In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - (1) This provision shall not apply if information received or delivered by the Parties under this Contract is NOT "federal tax returns or return information" as defined by IRS Publication 1075 and IRC 6103.
 - (2) All work will be done under the supervision of the contractor or the contractor's employees.
 - (3) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.



- (4) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
 - (5) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
 - (6) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
 - (7) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
 - (8) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
 - (9) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
 - (10) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
 - (11) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- b) Criminal/Civil Sanctions
- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.



- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Publication 1075, Exhibit 4, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Publication 1075, Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection - The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safe.

- E.26. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 31865-00410 (Attachment 6.2, Section B.15) and resulting in this Contract.



The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.27. Nondiscrimination Compliance Requirements. The Contractor shall comply with all applicable federal and state civil rights laws, regulations, rules, and policies and Contract Section D.9 of this Contract.

- a) In order to demonstrate compliance with the applicable federal and State civil rights laws and regulations, which may include, but are not limited to, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 42 U.S.C. § 18116 the Contractor shall designate a staff person to be responsible for nondiscrimination compliance.

The Contractor's Nondiscrimination Compliance Coordinator ("NCC") shall be responsible for compliance with the nondiscrimination requirements set forth in this Contract. The Contractor does not have to require that civil rights compliance be the sole function of the designated NCC staff member. However, the Contractor shall identify the designated NCC staff member to HCFA by name.

The Contractor shall report to HCFA, in writing, to the attention of the HCFA Director of Non-Discrimination Contract Compliance, within ten (10) calendar days of the commencement of any period of time that the Contractor does not have a designated staff person for nondiscrimination compliance. At such time that this function is redirected, the name of the staff member who assumed the duties shall be reported in writing to HCFA within ten (10) calendar days of assuming the duties of the NCC.

- (1) The Contractor's NCC shall develop a nondiscrimination training plan within thirty (30) days of the implementation of this Contract and shall provide a copy of such training plan to HCFA on an annual basis and upon request. If needed, the NCC may request an extension of time for this due date. Thereafter, this training plan shall be updated as needed to conform to changes in Federal and State law and provided to HCFA as set forth above.

On an annual basis, the NCC shall be responsible for making nondiscrimination training available to all Contractor staff and to its subcontractors that are considered to be recipients of federal financial assistance under this contract. The Contractor shall be able to show documented proof that the training was made available to the Contractor's staff and to its subcontractors that are considered to be recipients of federal financial assistance under this contract.

- (2) The Contractor shall, at a minimum, emphasize nondiscrimination in its personnel policies and procedures as it relates to hiring, promoting, operational policies, contracting processes and participation on advisory/planning boards or committees.
- (3) Prior to implementation of this Contract, Contractor shall provide its written policies and procedures that demonstrate nondiscrimination in the provision of services provided under this Contract to HCFA. These policies shall include topics, such as, the provision of language services to individuals with Limited English Proficiency and individuals requiring communication assistance in alternative formats and providing other forms of assistance to individuals with disabilities. These nondiscrimination policies and procedures shall be approved in writing by HCFA.
- (4) The Contractor shall keep such records as may be necessary in order to submit timely, complete and accurate compliance reports that may be requested by the U.S. Department of Health and Human Services ("HHS"), HCFA, and the Tennessee Human Rights Commission ("THRC") or



their designees. If requested, the information shall be provided in a format and timeframe specified by HHS, HCFA, or THRC. The requested information may be necessary to enable HHS, HCFA, or THRC to ascertain whether the Contractor is complying with the applicable civil rights laws. For example, the Contractor should have available data showing the manner in which services are or will be provided by the program in question, and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination. Further examples of data that could be requested can be found at 45 C.F.R. § 80.6 and 28 C.F.R. § 42.406.

- (5) The Contractor shall permit access as set forth in the applicable civil rights laws, such as, 45 C.F.R. § 80.6 to HHS, HCFA, and THRC or their designees during normal business hours to such of its books, records, accounts, and other sources of information, and its facilities as may be pertinent to ascertain whether the Contractor is complying with the applicable civil rights laws.
- (6) The Contractor shall make available to beneficiaries and participants in HCFA's programs and other interested persons information regarding the provisions of the applicable civil rights laws as set forth in the implementing regulations, including 45 C.F.R. § 80.6 and 45 C.F.R. § 84.8. For example, a notification shall state, where appropriate, that the Contractor does not discriminate in admission or access to, or treatment or employment in, its programs or activities. The notification shall also include an identification of the responsible employee designated for its nondiscrimination compliance. This notice shall be considered a vital document and shall be available at a minimum in the English and Spanish languages.
- (7) The Contractor shall use and have available to individuals HCFA's discrimination complaint forms for the HCFA program or programs covered under this contract. These discrimination complaint forms shall be provided to individuals upon request and be available on the Contractor's website. HCFA's discrimination complaint forms are vital documents and must be available at a minimum in the English and Spanish languages. HCFA's Director of Non-Discrimination Contract Compliance shall work with the Contractor's NCC on providing the Contractor with the HCFA program's or programs' discrimination complaint forms that are required under this contract.

The Contractor shall provide assistance to individuals that request that the Contractor assist them with filing discrimination complaints with the HCFA program or programs covered under this contract. The Contractor shall inform its employees and its providers and subcontractors that are considered to be recipients of federal financial assistance under this contract about how to assist individuals with obtaining discrimination complaint forms and assistance with submitting the forms to the HCFA program or programs covered under this contract.

- (8) Written materials provided pursuant to this Contract shall be in plain language and ensure effective communication with Limited English Proficiency ("LEP") individuals and individuals with disabilities at no expense to these individuals and/or their representatives and shall meet the standards set forth in the applicable civil rights laws and guidance. Effective Communication may be achieved by providing interpretation and translation services and other forms of auxiliary aids or services, including, Braille and large print and shall be based on the needs of the individual and/or the individual's representative. Written materials specific to HCFA's programs' members shall be prior approved in writing by HCFA prior to the materials being sent to these individuals.
- (9) Written materials provided pursuant to this Contract shall include a number individuals can call free of charge for language assistance services. This information shall be considered a vital document and shall be available at a minimum in the English and Spanish languages.
- (10) In addition, written materials shall include information and a toll free number for individuals with disabilities to use in order to request assistance with accessing services or other program benefits that these individuals are entitled to under the applicable federal and state civil rights laws including, but not limited to, Section 504 of the Rehabilitation Act of 1973 and Titles II and III



of the Americans with Disabilities Act of 1990. This information shall be considered a vital document and shall be available at a minimum in the English and Spanish languages.

- (11) Within ninety (90) calendar days of notification from HCFA, all vital Contractor documents related to this Contract shall be translated and available to each Limited English Proficiency ("LEP") group identified by HCFA in accordance with the applicable standards set forth below:
 - (i) If a LEP group constitutes five percent (5%) or 1,000, whichever is less, of the population targeted under this Contract, vital documents shall be translated into that LEP language. Translation of other documents, if needed, can be provided orally; or
 - (ii) If there are fewer than fifty (50) individuals in a language group that is part the population targeted under this Contract that reaches the five percent (5%) trigger in (a), the Contractor shall inform those individuals that it does not provide written translation of vital documents but provides written notice in that group's primary language of the right to receive competent oral interpretation of those written materials, free of cost.
 - (iii) At a minimum, all vital Contractor documents shall be translated and available in Spanish.
- (12) In accordance with the requirements set forth in 42 U.S.C. § 300kk, the Contractor must develop and maintain the ability to collect and report data on race, ethnicity, sex, primary language, and disability status for the population targeted under this Contract and the parents or legal guardians of minors or legally incapacitated individuals targeted under this Contract. In collecting this data the Contractor shall use the Office of Management and Budget (OMB) standards, at a minimum, for race and ethnicity measures. Data collection standards for Race, Ethnicity, Sex, Primary Language, and Disability Status are available from the Office of Minority Health and on its website located at: <http://www.minorityhealth.hhs.gov/templates/content.aspx?ID=9227&lvl=2&lvlID=208>.
- b) The Contractor shall submit the following nondiscrimination compliance deliverables to HCFA as follows:

Annually, HCFA shall provide the Contractor with a Nondiscrimination Compliance Questionnaire. The Contractor shall answer the questions contained in the Compliance Questionnaire and submit the completed Questionnaire to HCFA within ninety (90) days of the end of the calendar year with any requested documentation, which shall include, the Contractor's Assurance of Nondiscrimination. The signature date of the Contractor's Nondiscrimination Compliance Questionnaire shall be the same as the signature date of the Contractor's Assurance of Nondiscrimination. The Nondiscrimination Compliance Questionnaire deliverables shall be in a format specified by HCFA.

As part of the requested documentation for the Nondiscrimination Compliance Questionnaire, the Contractor shall submit copies of its nondiscrimination policies and procedures that demonstrate nondiscrimination in the provision of its services, programs, or activities provided under this Contract. These policies shall include topics, such as, the provision of language assistance services for LEP individuals and those requiring effective communication assistance in alternative formats, and providing assistance to individuals with disabilities. Any nondiscrimination policies and procedures that are specific to HCFA program members shall be prior approved in writing by HCFA.

Also as part of the requested documentation for the Nondiscrimination Compliance Questionnaire the Contractor shall include reports that capture data for all language assistance services used and provided by the Contractor under this Contract. One report shall contain the names of the Contractor's language assistance service providers, the languages that interpretation and translation services are available in, the auxiliary aids or services that were provided and that are available, the hours the language assistance services are available, and the numbers individuals call to access language assistance services. A separate report shall list all requests for language



assistance services, including the requestor's name and identification number, the requested service, the date of the request, the date the service was provided, and the name of the service provider.

- c) Discrimination Complaint Investigations. All discrimination complaints against the Contractor and its employees and its subcontractors that are considered to be recipients of federal financial assistance under this contract shall be resolved according to the provisions of this Section and the below subsections:

- (1) Discrimination Complaints against the Contractor and/or Contractor's Employees. When complaints concerning alleged acts of discrimination committed by the Contractor and/or its employees related to the provision of and/or access to one of HCFA's programs are reported to the Contractor, the Contractor's NCC shall send such complaints within two (2) business days of receipt to HCFA. HCFA shall investigate and resolve all alleged acts of discrimination committed by the Contractor and/or its employees. The Contractor shall cooperate with HCFA during the investigation and resolution of such complaints. HCFA reserves the right to request that the Contractor's NCC assist with conducting the initial investigations and to suggest resolutions of alleged discrimination complaints. If HCFA requests that the Contractor's NCC assist HCFA with conducting the initial investigation, the Contractor's NCC within five (5) business days from the date of the request shall start the initial investigation. The Contractor's NCC shall provide HCFA with all requested information, including but not limited to, the identity of the party filing the complaint; the complainant's relationship to the Contractor; the circumstances of the complaint; date complaint filed; and the Contractor's suggested resolution. HCFA shall review the Contractor's initial investigations and determine the appropriate resolutions for the complaints as set forth in subsection c below. During the complaint investigation, the Contractor shall have the opportunity to provide HCFA with any information that is relevant to the complaint investigation. Any documentation or materials related to such investigation shall be considered confidential and not subject to disclosure to any third party, unless disclosure is otherwise required by law.

- (2) Discrimination Complaints against the Contractor's Subcontractors that are recipients of federal financial assistance under this Contract. Should complaints concerning alleged acts of discrimination committed by the Contractor's subcontractors related to the provision of and/or access to one of HCFA's programs be reported to the Contractor, the Contractor's nondiscrimination compliance officer shall inform HCFA of such complaints within two (2) business days from the date Contractor learns of such complaints. If HCFA requests that the Contractor's nondiscrimination compliance officer assist HCFA with conducting the initial investigation, the Contractor's nondiscrimination compliance officer within five (5) business days from the date of the request shall start the initial investigation. Once an initial investigation has been completed, the Contractor's nondiscrimination compliance officer shall report his/her determinations to HCFA. At a minimum, the Contractor's nondiscrimination compliance officer's report shall include the identity of the party filing the complaint; the complainant's relationship to the Contractor; the circumstances of the complaint; date complaint filed; and the Contractor's suggested resolution. HCFA shall review the Contractor's initial investigations and determine the appropriate resolutions for the complaints as set forth in subsection (3) below. HCFA reserves the right to investigate and resolve all complaints concerning alleged acts of discrimination committed by the Contractor's subcontractors that are recipients of federal financial assistance under this Contract. The Contractor's Providers and Subcontractors that are recipients of federal financial assistance under this Contract shall cooperate with HCFA and the Contractor during discrimination investigations and resolutions.

- (3) Corrective Action Plans to Resolve Discrimination Complaints. If a discrimination complaint against the Contractor or its employees or one of its subcontractors who are recipients of federal financial assistance under this contract, is determined by HCFA to be valid, HCFA shall, at its option, either (i) provide the Contractor with a corrective action plan to resolve the complaint, or (ii) request that the Contractor submit a proposed corrective action plan to HCFA for review and approval that specifies what actions the Contractor proposes to take to resolve the discrimination



complaint. Upon provision of the corrective action plan to Contractor by HCFA, or approval of the Contractor's proposed corrective action plan by HCFA, the Contractor shall implement the approved corrective action plan to resolve the discrimination complaint. HCFA, in its sole discretion, shall determine when a satisfactory discrimination complaint resolution has been reached and shall notify Contractor of the approved resolution. A discrimination complaint resolution corrective action plan may consist of approved nondiscrimination training on relevant discrimination topics. Prior to use, the nondiscrimination training material shall be reviewed and approved by HCFA. Time periods for the implementation of the corrective action plan nondiscrimination training shall be designated by HCFA.

- d) Electronic and Information Technology Accessibility Requirements. Contractor agrees to comply with the electronic and information technology accessibility requirements under the federal civil rights laws including Section 504 and Section 508 of the Rehabilitation Act of 1973 ("Section 508") and the Americans with Disabilities Act. To comply with the accessibility requirements for Web content and non-Web electronic documents and software, the Contractor shall use W3C's Web Content Accessibility Guidelines ("WCAG") 2.0 AA (For the W3C's guidelines see: <http://www.w3.org/TR/WCAG20/>) (Two core linked resources are Understanding WCAG 2.0 <http://www.w3.org/TR/UNDERSTANDING-WCAG20/> and Techniques for WCAG 2.0 <http://www.w3.org/TR/WCAG20-TECHS/>).

Should the Contractor have a designated staff member responsible for Contractor's electronic and information technology accessibility compliance, the name and contact information for this individual shall be provided to HCFA within ten (10) days of the implementation of this Contract and within ten (10) days of this position being reassigned to another staff member.

Prior to the start of this Contract and on an annual basis thereafter, the Contractor's staff that is designated to work on HCFA's electronic and information technology projects shall receive training on electronic and information technology accessibility requirements. The Contractor shall be able to show documented proof that this training was provided. In addition, Contractor shall provide a copy of its electronic and information technology accessibility training to HCFA upon request.

Contractor agrees to perform regularly scheduled (i.e., automatic) scans and manual testing for WCAG 2.0 AA compliance for all user content and applications in order to meet the standards for compliance. The Contractor must ensure that any system additions, updates, changes or modifications comply with WCAG 2.0 AA. Commercial Off-the-shelf ("COTS") products may be used to verify aspects of WCAG 2.0 AA compliance.

Additionally, the Contractor agrees to comply with Title VI of the Civil Rights Act of 1964. In order to achieve Title VI compliance the Contractor should add a system function that allows users to translate the content into a language other than English. This requirement may be satisfied by the provision of a link to Google translate or other machine translate tool.

Should the system or a component of the system fail to comply with the accessibility standards, the Contractor shall develop and submit to HCFA for approval a noncompliance report that identifies the areas of noncompliance, a plan to bring the system or component into compliance, an alternative/work around that provides users with the equivalent access to the content, and a timeframe for achieving that compliance. HCFA shall review the noncompliance report to determine whether or not it is acceptable and should be implemented. Once the noncompliance report is approved by HCFA the Contractor may implement the compliance plan. HCFA, in its sole discretion, shall determine when a satisfactory compliance plan resolution has been reached and shall notify the Contractor of the approved resolution. If Contractor is unable to obtain content that conforms to WCAG 2.0 AA, it shall demonstrate through its reporting to HCFA that obtaining or providing accessible content would fundamentally alter the nature of its goods and services or would result in an undue burden.



IN WITNESS WHEREOF,

ALTRUISTA HEALTH, INC:

Ashish Kachru 02/18/2016
CONTRACTOR SIGNATURE DATE

ASHISH KACHRU, CEO
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

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

Larry B. Martin/CS 2/19/2016
LARRY B. MARTIN, COMMISSIONER DATE



ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	48925
CONTRACTOR LEGAL ENTITY NAME:	Altruista Health, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	20-8804314

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

ASHISH KACHRU, CEO

PRINTED NAME AND TITLE OF SIGNATORY

02/18/2016

DATE OF ATTESTATION



LIQUIDATED DAMAGES

A general liquidated damage of up to One Thousand Dollars (\$1,000.00) per calendar day/occurrence, as applicable, may be assessed at the sole discretion of the State for any violation of a Contract provision that is not specifically listed in the following table.

HCFA may elect to apply the following liquidated damages remedies in the event the Contractor fails to perform its obligations under this Contract in a proper and/or timely manner. Upon determination by HCFA that the Contractor has failed to meet any of the requirements of this Contract in a proper and/or timely manner, HCFA will notify the Contractor in writing of the deficiency and of the potential liquidated damages to be assessed. Liquidated damages shall be assessed for any part of each week during which the deficiency occurs or remains uncorrected, unless the amount of liquidated damages is otherwise designated as "per occurrence" or "per incident" in the following table. Should the deficiency remain uncorrected for more than thirty (30) days from the date of the original notification of the deficiency by HCFA, HCFA may impose an additional liquidated damage of Five Hundred Dollars (\$500) per day from the date of the original notification to Contractor until said deficiency is resolved.

All liquidated damages remedies set forth in the following table may, at HCFA's election, be retroactive to the date of the initial occurrence of the failure to comply with the terms of the Contract as set forth in the notice of deficiency from HCFA and may continue until such time as the HCFA Deputy Commissioner determines the deficiency has been cured.

If liquidated damages are assessed, HCFA shall reduce the Contractor's payment for administrative services in the following month's invoice by the amount of damages. In the event that damages due exceed the amount HCFA is to pay to Contractor in a given payment cycle, HCFA shall invoice Contractor for the amount exceeding the amount payable to Contractor, and such excess amount shall be paid by Contractor within thirty (30) calendar days of the invoice date. In situations where the Contractor wishes to dispute any liquidated damages assessed by HCFA, the Contractor must submit a written notice of dispute, including the reasons for disputing the liquidated damages, within thirty (30) days of receipt of the notice from HCFA containing the total amount of damages assessed against the Contractor. If the Contractor fails to timely dispute a liquidated damages assessment as set forth herein, such failure shall constitute a bar to the Contractor seeking to have the assessment amount overturned in a forum or court of competent jurisdiction.

	<u>PROGRAM ISSUES</u>	<u>DAMAGE</u>
1.	Failure by the Contractor to meet the standards for privacy, security, and confidentiality of individual data as evidenced by a breach of the security per Section E. 2. and E.19	\$1,000 per affected member per occurrence.
2.	Failure by the Contractor to execute the appropriate agreements to effectuate transfer and exchange of HCFA enrollee PHI or HCFA confidential information including, but not limited to, a data use agreement, trading partner agreement, business associate agreement or qualified protective order prior to the use	\$1,000 per affected member per occurrence.



	or disclosure of PHI to a third party. (See E.17. and Business Associate Agreement between the parties)	
3.	Failure by the Contractor to seek express written approval from HCFA prior to the use or disclosure of HCFA enrollee data or HCFA confidential information in any form via any medium with any third party beyond the boundaries and jurisdiction of the United States. (See E.13 and Business Associate Agreement between the parties)	\$1,000 per affected member per occurrence.
4.	Failure by the Contractor to timely report violations in the access, use and disclosure of PHI or timely report a security incident or timely make a notification of breach or notification of suspected breach per Sections (See E.19 and Business Associate Agreement between the parties)	\$1,000 per affected member per occurrence.



DEFINITIONS

Care Team – the team of providers and other staff involved in the care and coordination of patients.

Care Team Manager- an individual appointed as the manager of a care team.

Care Team Worker – an individual who works on a care team.

DIRECT Protocol- A type of encrypted messaging modality

Functionality Test Series- refers to the series of test run to prove functions perform to specifications.

Intra-Care Team – means something happening between members of a care team

Navigation Portal- Single point of authentication and authorization, and application navigation

PopHealth- refers to Population Health

PracticeSA- Practice level Security Administrator

Practice- Business entity at Tax ID or contract entity level, which may be made up of one or more site

RxNorm- A standardized form of prescription transactions

Standardized Clinical Transaction- Any nationally approved clinical data transmission standard

Site- a physical location

Transaction Manager- Infrastructure Software that collects and standardizes clinical transactions, processes them, and provides them for downstream usage

Transition-of-Care- is the transitioning of care of a patient between providers, or between a facility and provider

ACRONYMS

ADT- Admission Discharge and Transfer

API- application programming interface, is a set of routines, protocols, and tools for building software applications

ASO- Administrative Services Option

BHP - Behavioral Health Provider

CARF- Commission on Accreditation of Rehabilitation Facilities

CCD- Continuity of Care Document, an XML-based markup standard for patient medical document exchange

CM – Care Management



CMMI- Center for Medicare and Medicaid Innovation

CMS- Center for Medicare and Medicaid Services

COTS- Commercial off the Shelf Software

CPT – Current Procedural Terminology

CRM- Customer Relationship Management

ECQM- Electronic Clinical Quality Measures

ED ADT- Emergency Department Admission, Discharge, and Transfer

EDI- Electronic Data Interchange

EMR- electronic medical record

FHIR- Fast healthcare Interoperability Resources

HCFA- Health Care Finance

HEDIS- Healthcare Effectiveness Data and Information Set, a set of performance measures in the managed care industry, developed and maintained by the National Committee for Quality Assurance

HIE- Health Information Exchange

HL7- Health level 7- name of standards bodies

IVR- Inter-active Voice Response

LOINC- Logical Observation Identifiers Names and Codes (LOINC) is a database and universal standard for identifying medical laboratory observations

LTSS- Long Term Services and Support

MCO- Managed Care Organization

MPD- Master Provider Directory

MPI- Master Patient Index

MU- Meaningful Use

NCPDP- National Council for Prescription Drug Programs

NCQA- National Committee for Quality Assurance an accreditation body for PCMHs

PBM- Pharmacy Benefit Manager

PCMH- Patient Centered Medical Home

PCP- Primary Care Provider

PMPM- Per Member per Month



SCT- Standardized Clinical Transaction

SIM- State Innovation Model

SLA- Service Level Agreement

SOPs -Standards of Practice

SPMI- Severe and Persistent Mental Illness, as defined by the State

TAG – Technical Advisory Group

UM - Utilization Management