GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00034	43763		02

Contractor Legal Entity Name	Edison Vendor ID
University of Tennessee	0000002802

Amendment Purpose & Effect(s)

Increases Maximum Liability and Updates Scope - Graduate Medical Education Services

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** September 30, 2019

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 24,706,400.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	$8,336,050.00	$15,525,550.00			$23,861,600.00
2016	$8,453,138.00	$15,722,862.00			$24,176,000.00
2017	$8,651,440.00	$16,054,960.00			$24,706,400.00
TOTAL:	$25,440,628.00	$47,303,372.00			**$72,744,000.00**

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

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

Speed Chart (optional)	Account Code (optional)
TN00000174	71300000

OCR USE

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AMENDMENT #2
OF GRANT CONTRACT 43763
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
UNIVERSITY OF TENNESSEE

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the 'State" or "TennCare" and University of Tennessee, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Sections A.2. is deleted in its entirety and replaced with the following:

   A.2. The Grantee shall allocate funds through this Graduate Medical Education (GME) Grant to teaching hospitals, faculty supervising primary care residents, GME administrative costs of the training programs, primary care residents, community preceptors and hospital attendings, who accept residents whose focus is a primary care specialty such as Family Medicine, Internal Medicine, OB/GYN, Pediatrics, or another specialty approved by the Bureau of TennCare and who shall provide services to TennCare enrollees.

2. Contract Section A.6 is deleted in its entirety and replaced with the following:

   A.6. The Grantee shall have in effect a current contract with the Tennessee Rural Health Recruitment and Retention Center, Inc., d/b/a/ the Tennessee Rural Partnership (TRP), a subsidiary of Tennessee Hospital Association, for the purpose of providing stipends to residents agreeing to practice in underserved communities of the State. The Grantee shall annually allocate funding according to TennCare graduate medical education federal funding to the TRP for the purpose of providing stipends for residents whose focus is Primary Care, including Family Medicine, Internal Medicine, Obstetrics and Gynecology, Pediatrics, Psychiatry, or another specialty approved by the Bureau of TennCare. Additionally, stipends may be allocated to qualifying nurse practitioners, physician assistants, and GME trainees and physicians in other states who match the needs defined in the community profiles (with a special target being those formerly from Tennessee). This funding will be included in the allocation paid annually by the Bureau of TennCare to the Grantee and then paid directly by the Grantee to TRP annually in the amounts specified in Section C.3 as well as the Grant Budget for each fiscal year. No funds shall be paid to the TRP without prior review and approval by TennCare.

3. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

   C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy-Two Million Seven Hundred Forty-Four Thousand Dollars ($72,744,000.00), including Twenty-Three Million Eight Hundred Sixty-One Thousand Six Hundred Dollars ($23,861,600.00) for FY 2015, Twenty-Four Million One Hundred Seventy-Six Thousand Dollars ($24,176,000.00) for FY 2016, and Twenty-Four Million Seven Hundred Six Thousand Four Hundred Dollars ($24,706,400.00) for FY 2017. Funds allocated to the Tennessee Rural Health Recruitment and Retention Center, Inc., d/b/a/ the Tennessee Rural Partnership (TRP) for recruitment and retention are reflected

in the attached Grant Budget for each Fiscal Year and shall be paid only upon review and prior approval by TennCare. The Grant Budgets, attached and incorporated hereto as Attachment A, Attachment A.1, and Attachment A.2, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

4. Grant Contract Attachment A.2, Grant Budget, attached hereto is added as a new attachment.

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

Amendment Effective Date. The revisions set forth herein shall be effective October 1, 2016. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

UNIVERSITY OF TENNESSEE:

DocuSigned by:
James R. Maples
2254328164FE467

9/10/2016 | 5:54:31 AM CDT

GRANTEE SIGNATURE **DATE**

James R. Maples
Interim Treasurer
Chief Financial Officer

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

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

9/13/16

Larry B. Martin, Commissioner **DATE**

ATTACHMENT A.2

GRANT BUDGET

University of Tennessee - Graduate Medical Education

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: BEGIN: October 1, 2016 END: September 30, 2017

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	$24,706,400.00	0.00	$24,706,400.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**$24,706,400.00**	**0.00**	**$24,706,400.00**

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

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

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GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Graduate Medical Education supplement based on numbers of residents enrolled in medical school for each year. Center for Medicare and Medicaid Services federally mandate funding based on formula specified in Grant Section A.8. Total amount of funding for FY '17 to be paid quarterly.	$24,206,400.00
TRP for mandated physician retention program	$500,000.00
TOTAL	$24,706,400.00

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00034	43763		01

Contractor Legal Entity Name	Edison Vendor ID
University of Tennessee	0000002802

Amendment Purpose & Effect(s)

Increases Maximum Liability for the continued provision of Graduate Medical Education Services

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** September 30, 2019

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 24,176,000**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	$8,336,050.00	$15,525,550.00			$23,861,600.00
2016	$8,453,138.00	$15,722,862.00			$24,176,000.00
TOTAL:	$16,789,188.00	$31,248,412.00			**$48,037,600.00**

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

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

Speed Chart (optional)	Account Code (optional)
TN00000174	71300000

OCR USE

lope ID: 80726BEB-B003-49CF-AE24-C401368AFF1C

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AMENDMENT #1
OF GRANT CONTRACT 43763
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
UNIVERSITY OF TENNESSEE

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the 'State" or "TennCare" and University of Tennessee, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-Eight Million Thirty-Seven Thousand Six Hundred Dollars ($48,037,600.00), including Twenty Three Million Eight Hundred Sixty-One Thousand Six Hundred Dollars ($23,861,600.00) for FY 2015, and Twenty Four Million One Hundred Seventy-Six Thousand Dollars ($24,176,000.00) for FY 2016. Funds allocated to the Tennessee Rural Health Recruitment and Retention Center, Inc., d/b/a/ the Tennessee Rural Partnership (TRP) for recruitment and retention are reflected in the attached Grant Budget for each Fiscal Year and shall be paid only upon review and prior approval by TennCare. The Grant Budgets, attached and incorporated hereto as Attachment A and Attachment A.1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract Attachment A.1, Grant Budget, attached hereto is added as a new attachment.

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

Amendment Effective Date. The revisions set forth herein shall be effective October 1, 2015. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

UNIVERSITY OF TENNESSEE:

DocuSigned by:
Charles M. Peccolo
85CB3B8073BA4F2...

9/23/2015 | 05:13:45 PT

GRANTEE SIGNATURE **DATE**

Charles M. Peccolo, Treasurer and Chief Financial Officer

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

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

Larry B. Martin 7/24/2015

Larry B. Martin, Commissioner DATE

ATTACHMENT A.1

GRANT BUDGET

University of Tennessee - Graduate Medical Education

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: BEGIN: October 1, 2015 END: September 30, 2016

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	$24,176,000.00	0.00	$24,176,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	**$24,176,000.00**	**0.00**	**$24,176,000.00**

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

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Graduate Medical Education supplement based on numbers of residents enrolled in medical school for each year. Center for Medicare and Medicaid Services federally mandate funding based on formula specified in Grant Section A.8. Total amount of funding for FY '16 to be paid quarterly.	$23,676,000.00
TRP for mandated physician retention program	$500,000.00
TOTAL	$24,176,000.00

GRANT CONTRACT

(cost reimbursement grant contract with the University of Tennessee or a Board of Regents college or university)

Begin Date	End Date	Agency Tracking #	Edison ID
October 1, 2014	September 30,2019	31865-00034	43763

Contractor Legal Entity Name	Edison Vendor ID
University of Tennessee	0000002802

Subrecipient or Vendor	CFDA #
☒ Subrecipient ☐ Vendor	93.778 Dept of Health & Human Services/Title XIX

Service Caption (one line only)

Graduate Medical Education Services

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	$8,336,050.00	$15,525,550.00			$23,861,600.00
TOTAL:	**$8,336,050.00**	**$15,525,550.00**			**$23,861,600.00**

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

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

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

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

Speed Chart (optional)	Account Code (optional)
TN00000174	71300000

OCR USE - EG

850004

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
UNIVERSITY OF TENNESSEE

This Grant Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the 'State" or "TennCare" and University of Tennessee, hereinafter referred to as the "Grantee," is for the provision of Graduate Medical Education (GME) services, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 0000002802

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. The Grantee agrees to allocate funds through this Graduate Medical Education (GME) Grant to teaching hospitals as well as faculty, primary care residents, community preceptors and hospital attendings who accept residents whose focus is a primary care specialty such as Family Medicine, Internal Medicine, OB/GYN, Pediatrics or another specialty approved by the Bureau of TennCare and who shall provide services to TennCare enrollees.

A.3. The Grantee may allocate funds for third and fourth year medical students' expenses for a rotation in an underserved community in Tennessee with a physician participating in the TennCare program. This rotation should be in one of the following primary specialties: Internal Medicine, Family Medicine, OB/GYN, Pediatrics or another specialty approved by the Bureau of TennCare.

A.4. Prior to July 15 of each year, the Grantee shall submit to TennCare a list, by name, of all residents and fellows in their sponsored residency and fellowship programs. This list will specify the specialty or subspecialty training program and the post graduate year (PGY) in which each resident or fellow is enrolled. From this list the total of filled positions in programs sponsored by each School, and in the aggregate, will be determined for the purposes of funds allocated directly for the Medical College.

A.5. The Grantee shall provide, electronically, in Excel file format, the following specified reports which shall include, at a minimum, the following:

a. Prior to July 15th of each calendar year, provide a list of the names, (first name, last name, MI), gender, Specialty or subspecialty training program and the post graduate year (PGY), NPI and, if applicable, the name of physician or practice and amount of money spent to enable medical students to rotate in an underserved community in Tennessee.

b. Quarterly provide amount of funds distributed to each of the teaching hospitals/preceptors/hospital attendings who accepted residents for training;

c. Annually provide a list of names for each of the teaching hospitals/preceptors/hospital attendings who accepted residents for training; and,

d. Annually provide placement sites of physicians graduating from the residency program prior to July 31 of each calendar year.

CENTRAL PROCUREMENT OFFICE

A.6. The Grantee shall have in effect a current contract with the Tennessee Rural Health Recruitment and Retention Center, Inc., d/b/a/ the Tennessee Rural Partnership (TRP), a subsidiary of Tennessee Hospital Association, for the purpose of providing stipends to residents agreeing to practice in underserved communities of the State. The Grantee shall annually allocate funding according to TennCare graduate medical education federal funding to the TRP for the purpose of providing stipends for residents whose focus is Primary Care, including Family Medicine, Internal Medicine, Obstetrics and Gynecology, Pediatrics or another specialty approved by the Bureau of TennCare. Additionally, stipends may be allocated to qualifying nurse practitioners, physician assistants, and GME trainees and physicians in other states who match the needs defined in the community profiles (with a special target being those formerly from Tennessee). This funding will be included in the allocation paid annually by the Bureau of TennCare to the Grantee and then paid directly by the Grantee to TRP annually in the amounts specified in Section C.3 as well as the Grant Budget for each fiscal year. No funds shall be paid to the TRP without prior review and approval by TennCare.

A.7. The Grantee shall coordinate and work with TRP to inform students and residents of TRP and the resident stipend program with the purpose of encouraging residents in primary care specialties to locate their practices in rural and other underserved areas of Tennessee. Examples of working with TRP would be to allow the staff of the partnership to make a presentation to each class of residents as well as assist the partnership in identifying underserved areas and potential candidates among the residents who may be interested in practicing in those areas.

A.8. TennCare agrees to annually amend the current contract no later than October 1 of each calendar year for the duration of this grant to provide fiscal year funding to the medical schools determined by the following:

a. Of the statewide Fifty Million Dollars ($50,000,000.00) GME funds annually appropriated, Two Million Dollars ($2,000,000.00) will be designated by the Bureau of TennCare for the purpose of recruitment and retention of physicians statewide. Of this allocation amount, each medical school will be allocated $500,000.00 annually to be added to the annual allocation for each school as specified in sections (b) + (c) below. The funding amendment each fiscal year will stipulate the total amount of allocated fiscal year funds, itemized in Contract Section C.1 and the attached itemized budget.

b. One half of the remaining funds are allocated to the four medical schools based on each Medical Schools' primary care filled residents PGY (1) – PGY(4) to the total of all four medical schools primary care residents PGY (1) – PGY (4).

c. The other half of the funds are allocated to the four medical schools based on each Medical Schools' primary care and non-primary care filled residents PGY (1) – PGY (4) to the total of all four medical schools primary and non-primary residents PGY (1) – PGY (4).

d. The sum of (a) + (b) + (c) above becomes the payments to the respective Medical school for the purpose of delivering costs for Graduate Medical Education.

A.9. The Grantee shall provide the following information for Title IX compliance in writing to TennCare's Office of Non-discrimination Contract Compliance which shall include the following:

a. An annual overview of the GME program and any revisions in program activities by April 1 of the reporting year. The information is to also include:

(1) The identification of the GME Program staff responsible for oversight and coordination of the Program's Title IX compliance. The Grantee shall report to TennCare in writing, to the attention of the Director of Non-discrimination

CENTRAL PROCUREMENT OFFICE

Contract Compliance, within ten (10) calendar days of the commencement of any period of time that the GME Program does not have a designated staff person for Title IX compliance. The Grantee shall report to TennCare at such time that the function is re-assigned.

(2) The GME Program's Title IX notification procedures for house residents and staff. The procedure shall provide information regarding filing a Title IX compliant. A hard copy is to be submitted and the link to the GME Programs website where the notification may be found.

(3) Annually a current listing of the Participants in each of the *Subrecipient's* GME Programs. The Participant listing is to be by Participant name and gender, year of participation and by medical program.

(4) Annually TennCare shall provide the Grantee with an Assurance of Nondiscrimination, which must be signed, dated and returned to TennCare by April 1 of the reporting year.

b. A quarterly report of Title IX complaints received by the Grantee is to be submitted in writing to TennCare's Office of Non-discrimination Contract Compliance. Each report shall include the following information:

(1) All facts related to the filing of each complaint to include: the name of the complainant, name of the individual the complaint was filed against, the relationship of the individuals involved in the complaint in regards to their participation in the GME Program, gender of principles involved in the complaint, date of the alleged incident, date the complaint was filed with the GME's Title IX program.

(2) Status of the complaint at the time it is reported to TennCare.

(3) Resolution of the complaint, to include any corrective action plan implemented.

A.10. The State is the recipient of GME federal funds and therefore the responsible agent for the appropriate funding allocation of this Grant. The State agrees to provide information to the Centers for Medicare and Medicaid Services for appropriate accounting of federal financial participation associated with this grant.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning October 1, 2014, and ending on September 30, 2019. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Three Million Eight Hundred Sixty-One Thousand Six Hundred Dollars ($23,861,600.00) for FY '15. Of funds allocated for FY '15, Five Hundred Thousand Dollars ($500,000.00) shall be allocated to the TRP for recruitment and retention and shall be paid only upon review and prior approval by TennCare. The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all

applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Bureau of TennCare
Fiscal – 4 East
310 Great Circle Road
Nashville, Tennessee 37243

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

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

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

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of

service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall

not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. Pursuant to *Tennessee Code Annotated*, Section 9-4-604, the State may not issue warrants for payments to persons who are in default to the State until such arrearages are paid. If applicable to the Grantee, the Grantee agrees that, should such an arrearage exist during the term of this Grant Contract, the State shall have the right to deduct from payments due and owing to the Grantee any and all amounts as are necessary to satisfy the arrearage. Should a dispute arise concerning payments due and owing to the Grantee under this Grant, the State reserves the right to withhold said disputed amounts pending final resolution of the dispute.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Any liability of the Grantee to the State and third parties for any claims, losses, or costs arising out of or related to acts performed by the Grantee under this agreement shall be governed by the Tennessee Claims Commission Act, *Tennessee Code Annotated*, Section 9-8-301, *et seq.*.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

D.7. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

D.9. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.10. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.11. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/finreptmanual.asp. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/citymanual.asp and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting.*

D.12. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.14. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.15. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.16. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.

D.17. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

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D.18. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.19. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.20. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.21. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

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

The Grantee:

The University of Tennessee
Health Science Center
62 South Dunlap Street
Memphis, TN 38163
Telephone # 901-448-5587
FAX # 901-448-7600

Aaron Haynes, Director
Graduate and Continuing Medical Education
Telephone # 901-448-5364
FAX # 901-448-6182

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise

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

E.4 Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.5. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

E.6. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

E.7. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract;

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previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

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

E.9. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.10. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.11. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

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

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.

c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

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

IN WITNESS WHEREOF,

UNIVERSITY OF TENNESSEE:

CENTRAL PROCUREMENT OFFICE

SEP 29 2014

GRANTEE SIGNATURE | DATE

Anthony A. Ferrara
Vice Chancellor
Chief Financial Officer

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

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

Larry B. Martin/CD

9/29/2014

Larry B. Martin, Commissioner | DATE

GRANT BUDGET

University of Tennessee - Graduate Medical Education

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: BEGIN: October 1, 2014 END: September 30, 2015

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	$23,861,600.00	0.00	$23,861,600.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	$23,861,600.00	**0.00**	$23,861,600.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Graduate Medical Education supplement based on numbers of residents enrolled in medical school for each year. Center for Medicare and Medicaid Services federally mandate funding based on formula specified in Grant Section A.8. Total amount of funding for FY '15 to be paid quarterly.	$23,361,600.00
TRP for mandated physician retention program	$500,000.00
TOTAL	$23,861,600.00