GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31865-00016	41710		01

Contractor Legal Entity Name	Edison Vendor ID
National Health Care for the Homeless Council	0000081770

Amendment Purpose & Effect(s)

Updates Scope, Extends Term, Increases Maximum Liability, and Adds Grant Budget for FY2017

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** June 30, 2017

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 78,500.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	$39,250.00	$39,250.00			$78,500.00
2016	$39,250.00	$39,250.00			$78,500.00
2017	$39,250.00	$39,250.00			$78,500.00
TOTAL:	**$117,750.00**	**$117,750.00**			**$235,500.00**

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)
TN00000157	71304000

OCR USE

AMENDMENT #1 TO #41710
GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
NATIONAL HEALTH CARE FOR THE HOMELESS COUNCIL

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 National Health Care for the Homeless Council, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The Grant Contract is hereby amended throughout to change all TENNderCare references to TennCare Kids.

2. Contract Section A.7 and A.8 are deleted in their entirety and replaced with the following:

   A.7. The Grantee shall continue Facilitated Enrollment (FE) procedures for homeless children residing in emergency/homeless/domestic violence shelters in Davidson, Shelby, Hamilton, and Knox counties and target 150 shelter residents for application assistance and expedited TennCare enrollment.

   A.8. The Grantee shall teach shelter staff in Davidson, Shelby, Hamilton, and Knox counties how to initiate TennCare application and enrollment for homeless children through the Facilitated Enrollment process.

3. Grant Contract Section A.13.a is deleted in its entirety and replaced with the following:

   A.13.a. identify shelters and invite shelter staff in Shelby, Davidson, Hamilton, and Knox counties to participate in TennCare Kids training sessions for the purpose of educating shelter staff on the importance of TennCare Kids exams and the TennCare Kids benefits, and identify and invite community agencies, MCC EPSDT Coordinators, TennCare Kids Community Outreach Workers, and other pertinent community service representatives to participate in these training sessions to broaden the scope of resources available to shelter children, and

4. Grant Contract Section A.15 is deleted in its entirety and replaced with the following:

   A.15. The Grantee shall report quarterly to TennCare the results of data collected and compiled by participating shelters, including the total number of children served, number of uninsured children at intake, number of uninsured children at intake who were subsequently enrolled on TennCare, and documentation of children enrolled in TennCare who received a primary care ("sick child") or preventive care ("well child") visit during their shelter stay.

5. Grant Contract Section B.1 is deleted in its entirety and replaced with the following:

   B.1. This Grant Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2017. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

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

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy Eight Thousand Five Hundred Dollars ($78,500.00) for FY 2015 , Seventy Eight Thousand Five Hundred Dollars ($78,500.00) for FY 2016, and Seventy Eight Thousand Five Hundred Dollars ($78,500.00) for FY 2017, with a total Grant Maximum liability of Two Hundred Thirty-Five Thousand Five Hundred Dollars ($235,500.00). The Grant Budget, attached and incorporated hereto as Attachment A for FY 2015, Attachment A.1 for FY 2016, and Attachment A.2 for FY 2017, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

7. Grant Contract Attachment A.2, Grant Budget for FY 2017, attached hereto, is added as a new attachment.

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

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

IN WITNESS WHEREOF,

NATIONAL HEALTHCARE FOR THE HOMELESS COUNCIL:

4/7/16

GRANTEE SIGNATURE **DATE**

John Lozier, Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

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

Larry B. Martin/cs 4/7/16

Larry B. Martin, Commissioner **DATE**

ATTACHMENT A.2

GRANT BUDGET

(BUDGET PAGE 1)

National Healthcare for the Homeless Council				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	$46,350.00	0.00	$46,350.00
2	Benefits & Taxes	$12,931.00	0.00	$12,931.00
4, 15	Professional Fee/ Grant & Award [2]	$1,000.00	0.00	$1,000.00
5	Supplies	$500.00	0.00	$500.00
6	Telephone	$84.00	0.00	$84.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance (IT Support)	$1,320.00	0.00	$1,320.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings	$7,799.00	0.00	$7,799.00
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	$8,516.00	0.00	$8,516.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**$78,500.00**	**0.00**	**$78,500.00**

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached if line-item is funded.

ATTACHMENT A.2 CONTINUED

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

(Grant Budget Page 2)

BUDGET SUMMARY (Salaries Detail)

CONTRACTOR: National Health Care for the Homeless Council

CONTRACT TERM: July 1, 2016 through June 30, 2017

PROGRAM AREA: Shelter Project

NAME	POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	% OF TIME WORKED	TOTAL CONTRACT SALARY
Cindy Phillips	TennCare Shelter Enrollment Project Coordinator	$3,862.50	12	100%	$46,350.00
TOTAL (Actual)					$46,350.00
TOTAL (Rounded to nearest $100)					$46,350.00

GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2014	June 30, 2016	31865-00016	41710

Contractor Legal Entity Name	Edison Vendor ID
National Health Care for the Homeless Council	0000081770

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

Service Caption (one line only)

TennCare Shelter Enrollment Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	$39,250.00	$39,250.00			$78,500.00
2016	$39,250.00	$39,250.00			$78,500.00
TOTAL:	**$78,500.00**	**$78,500.00**			**$157,000.00**

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

Ownership/Control

☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female

☐ Person w/Disability ☐ Small Business ☐ Government ☒ NOT Minority/Disadvantaged

☐ Other:

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

☐ 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)
TN00000157	71304000

OCR USE - GR

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
NATIONAL HEALTH CARE FOR THE HOMELESS COUNCIL

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 National Health Care for the Homeless Council, hereinafter referred to as the "Grantee," is for the provision of the TennCare Shelter Enrollment Program, as further defined in the "SCOPE OF SERVICES."

The Grantee is Non-Profit Corporation.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 81770

A. SCOPE OF SERVICES:

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

A.2. The Grantee shall appoint a TennCare Shelter Enrollment Project Coordinator to organize interagency outreach teams, partnering with EPSDT outreach workers employed by managed care companies (MCCs) and health departments, to conduct TENNderCare Education Visits in Family shelters across the state.

A.3. The Grantee shall establish and maintain collaborative, interagency linkages between family shelters and preventive health outreach workers and assist them in educating homeless parents about TENNderCare (EPSDT) services.

A.4. The Grantee shall plan and coordinate a total of twenty (20) TENNderCARE Education Visits in collaboration with public health outreach workers at designated family shelters in Shelby, Davidson, Hamilton, and Knox counties. The Grantee shall meet with the public health outreach workers in the four (4) counties to discuss the special health needs of homeless children and develop TENNderCARE outreach and informing strategies directed at families residing in emergency, homeless, and domestic violence shelters.

A.5. The Grantee shall identify shelters in each of these counties for outreach workers to visit; plan and coordinate these visits; report quarterly to TennCare regarding any barriers to enrollment or service access experienced by homeless children residing in these shelters, and work with state and local agencies to resolve these difficulties

A.6. The Grantee shall ensure that at least one hundred fifty (150) sheltered children on TennCare will obtain an EPSDT screening from a medical or dental care provider during their shelter stay as follows:

a. 9 shelters shall be identified in 4 Tennessee counties (Shelby, Davidson, Hamilton and Knox) to participate in TENNderCare Mobile Screening Day events in Nashville, Memphis, Chattanooga and Knoxville;

b. submit quarterly reports including:

1. the number of children requesting mobile medical or dental services;
2. the number and percentage of children requesting these services who obtained them, and
3. the number and percentage of homeless children who received assistance from a mobile outreach program

c. continue to survey all participating shelters across the state and report quarterly to TennCare data collected by shelter staff, including;

1. the total number of children served,
2. the number and percentage of uninsured children at intake,
3. the number and percentage of uninsured children enrolled in TennCare during their shelter stay, and
4. the number of reported primary care ("sick child") and preventive care ("well child") visits (including mobile EPSDT screenings) by children on TennCare during their shelter stay.

A.7. The Grantee shall implement Facilitated Enrollment (FE) procedures for homeless children residing in emergency/homeless/domestic violence shelters in Davidson, Shelby, Hamilton, and Knox counties and target 150 shelter residents for application assistance and expedited TennCare enrollment.

A.8. The Grantee shall teach shelter staff in Davidson, Shelby, Hamilton, and Knox counties how to initiate and expedite TennCare application and enrollment for homeless children through the Facilitated Enrollment process.

A.9. The Grantee shall monitor FE procedures at the selected shelters and track applications through the FE process. Quarterly reports shall be submitted to the TennCare documenting:

a. the number and percentage of application denials resulting from incomplete documentation and other factors;
b. the number and percentage of cancelled FE appointments;
c. the number and percentage of homeless families that initiate FE applications;
d. the number and percentage of families that complete the facilitated enrollment process, and
e. the number and percentage of families who applied, enrolled and discharged prior to enrollment.

A.10. The Grantee shall cultivate and encourage the system of communication between TennCare, participating shelters, and the FE project coordinator that will ensure TennCare enrollment for homeless children.

A.11. The Grantee shall compile and maintain a database which includes the name, date of birth, and SSN of homeless children who obtain mobile medical and dental services through the Grantee's efforts statewide. This information will be reported quarterly to the Bureau of TennCare, health departments, and/or MCCs, to enable tracking of homeless children enrolled in TennCare and documentation of their service utilization and health status.

A.12. The Grantee shall maintain operation of a toll-free (1-800) TennCare for Homeless Help Line, Monday-Friday, 8:00 a.m. – 4:30 p.m., to aid sheltered families statewide seeking information about TennCare services and to help them obtain primary and preventive care for their children. The number of calls received, subject or type of calls including any identified barriers to care or eligibility, and identification of trends shall be documented and reported quarterly to TennCare.

A.13. The Grantee shall convene regional TENNderCARE training sessions for emergency/ homeless/domestic violence shelter staff and monitor health insurance status and access to primary or preventive care for homeless children residing in participating shelters including:

a. identify shelters and invite shelter staff in Shelby, Davidson, Hamilton, and Knox counties to participate in TENNderCare training sessions for the purpose of educating shelter staff on the importance of TENNderCare exams and the TENNderCare benefits, and identify and invite community agencies, MCC EPSDT Coordinators, TENNderCare Community Outreach Workers, DHS staff, and other pertinent community service representatives to participate in these training sessions to broaden the scope of resources available to shelter children, and

c. coordinate speakers from community programs to share information with the shelter staff on increasing access to TennCare and TENNderCare services and training that shall include opportunity for barrier identification and problem resolution for increasing access to TENNderCare services for shelter children.

A.14. The Grantee shall provide pre-and post testing to evaluate participant knowledge of TENNderCare services prior to and following the training session and report quarterly to TennCare the following:

a. barrier and resolution discussion with suggestions;
b. number of participants including agency representation, and
c. opportunities for improvement.

A.15. The Grantee shall report quarterly to TennCare the results of data collected and compiled by participating shelters, including the total number of children served, number of uninsured children at intake, number of uninsured children at intake who were subsequently enrolled on TennCare, and documentation of at least 250 children enrolled in TennCare who received a primary care ("sick child") or preventive care ("well child") visit during their shelter stay.

A.16. The Grantee shall collaborate with TennCare, county/state health departments, and TennCare MCCs to develop and distribute information about TennCare services to homeless families with children, with the intention of increasing the enrollment of eligible children and improving their access to preventive care. Literature will include flyers, posters, and brochures that address transportation to appointments, facilitated enrollment, and access to mobile medical clinic services. The purpose of these materials is to inform families residing in emergency shelters and transitional housing about TennCare and TENNderCare services and how these services can be obtained. Written documentation will be submitted quarterly as well as annually, outlining the number and kinds of materials distributed to emergency shelter providers in each grand division of the state (West Middle and East). Copies of all outreach materials, including updates as applicable, shall be provided to the TennCare.

A.17. The Grantee shall maintain a designated section of the National Health Care for the Homeless Council's website (www.nhchc.org) where some homeless specific TennCare and TENNderCARE materials can be made available electronically to homeless shelter staff and service providers. The website will also include links to other websites containing TennCare application/enrollment and EPSDT information. These website links will include but will not be limited to the TennCare Bureau, Tennessee Department of Human Services, Tennessee Department of Health, Tennessee branch of the American Academy of Pediatrics Association (TNNAP), TennCare Advocacy Program, Tennessee 2-1-1, homeless assistance programs, and other mainstream programs.

B. CONTRACT PERIOD:

B.1. This Grant Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2016. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract

period of no more than five (5) years, provided that such an extension of the contract period is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Grant Contract, such funding will also be effected through contract amendment.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy Eight Thousand Five Hundred Dollars ($78,500.00) for FY 2015 and Seventy Eight Thousand Five Hundred Dollars ($78,500.00) for FY 2016, with a total Grant Maximum liability of One Hundred Fifty Seven Thousand Dollars ($157,000.00). The Grant Budget, attached and incorporated hereto as Attachment A for FY 2015 and Attachment A.1 for FY 2016, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

310 Great Circle Road
Nashville, TN 37243

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

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

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

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

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

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

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

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

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

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

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

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that

treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

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

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

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

C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The Grant Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement 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 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. In the event of disagreement, the Grantee may file a claim with the Tennessee Claims Commission to seek redress

. D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

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

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

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

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

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/finreptmanual.asp. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/citymanual.asp and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting.*

D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party

shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

The State:

Deputy Commissioner
Department of Finance and Administration
Division of Health Care Finance and Administration
Bureau of TennCare
310 Great Circle Road
Nashville, TN 37243
(615) 507-6443 Phone
(615) 741-0882 Fax
Darin.j.gordon@tn.gov

The Grantee:

John Lozier, Executive Director
National Health Care for the Homeless Council
P. O. Box 60427
Nashville, TN 37206-0427
Telephone: (615) 226-0427
Fax: (615) 226-2292
jlozier@nhchc.org

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Insurance. The Grantee shall carry adequate liability and other appropriate forms of insurance.

a. The Grantee shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

(4) Professional Malpractice Liability with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

b. At any time State may require the Grantee to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Grant Contract.

E.5 Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.6. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

E.7. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

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

The Grantee shall comply with the following:

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

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

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

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

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

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

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

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

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

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

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

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

E.9. HIPAA Compliance. The State and Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act and its accompanying regulations, and as amended. HIPAA and its accompanying regulations are hereinafter referred to simply as "HIPAA."

The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and shall comply with all applicable HIPAA requirements in the course of this Contract. These applicable requirements may include:

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

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, in the course of performance of the Grant Contract so that both parties will be in compliance with HIPAA.

The State and the Grantee shall execute documents reasonably necessary to keep the State and Grantee in compliance with HIPAA and other federal regulations. Such documents may include a Business Associate Agreement, a Trading Partner Agreement or a Data Use Agreement. In the event that the State and Grantee execute such a document, the terms of that document, to the extent that they are inconsistent with the terms of this document, shall control.

E.10. Business Associate. The Grantee hereby acknowledges its designation as a business associate under HIPAA and agrees to comply with all applicable HIPAA regulations. In accordance with the HIPAA regulations, the Grantee shall, at a minimum:

a. Comply with requirements of the HIPAA, including, but not limited to, the transactions and code sets, privacy, security, and identifier regulations. Compliance includes meeting all required transaction formats and code sets with the specified data sharing agreements required under the regulations;

b. Transmit/receive from/to its providers, subcontractors, clearinghouses and HCFA all transactions and code sets required by HIPAA in the appropriate standard formats, utilizing appropriate and adequate safeguards, as specified under the law and as directed by HCFA so long as HCFA direction does not conflict with the law;

c. Agree that if it is not in compliance with all applicable standards defined within the transactions and code sets, privacy, security and all subsequent HIPAA standards, that it will be in breach of this Grant Contract and will then take all reasonable steps to cure the breach or end the violation as applicable. Since inability to meet the transactions and code sets requirements, as well as the privacy and security requirements can bring basic business practices between HCFA and the Grantee and between the Grantee and its providers and/or subcontractors to a halt, if for any reason the Contractor cannot meet the requirements of this Section, HCFA may terminate this Grant Contract;

d. Ensure that Protected Health Information (PHI) exchanged between the Grantee and HCFA is used only for the purposes of treatment, payment, or health care operations and health oversight and its related functions. All PHI not transmitted for these purposes or for

purposes allowed under the federal HIPAA regulations shall be de-identified to secure and protect the individual enrollee's PHI;

e. Report to HCFA's Privacy Office immediately upon becoming aware of any use or disclosure of PHI in violation of this Grant Contract by the Grantee, 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 Grantee pursuant to this Section;

g. Specify in its agreements with any agent or subcontractor that will have access to PHI that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Grantee pursuant to this Section;

h. Make its internal policies and procedures, records and other documentation related to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for the purposes of determining compliance with the HIPAA regulations upon request;

i. Create and adopt policies and procedures to periodically audit adherence to all HIPAA regulations;

j. 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;

k. 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.

l. If feasible, return or destroy all PHI, in whatever form or medium (including any electronic medium) and all copies of an 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 Grant Contract. The Grantee shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Grant Contract. The Grantee shall identify any PHI that cannot feasibly be returned or destroyed. Within such thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Grant, the Grantee shall: (1) certify on 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;

m. 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 Grant Contract and, including, but not limited to, privacy, security and confidentiality requirements in 45 CFR Parts 160 and 164;

n. 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;

o. 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;

p. 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;

q. Track training of Grantee's staff and employees and maintain signed acknowledgements by staff and employees of the Grantee's HIPAA policies;

r. Be allowed to use and receive information from HCFA where necessary for the management and administration of this Grant Contract and to carry out business operations where permitted under the regulations;

s. Be permitted to use and disclose PHI for the Grantee's own legal responsibilities;

t. Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by Grantee employees and other persons performing work for the Grantee to have only minimum necessary access to PHI and personally identifiable data within their organization;

u. Continue to protect and secure PHI and personally identifiable information relating to enrollees who are deceased; and

v. Track all security incidents as defined by HIPAA and, as required by the HIPAA Reports. The Grantee shall periodically report in summary fashion such security incidents.

E.11. Information Holders. HCFA and the Grantee are "information holders" as defined in TCA 47-18-2107. In the event of a breach of the security of Grantee's information system, as defined by TCA 47-18-2107, the Grantee shall indemnify and hold HCFA harmless for expenses and/or damages related to the breach. Such obligations shall include, but not be limited to, mailing notifications to affected enrollees. Substitute notice to written notice, as defined by TCA 47-18-2107(e)(2)and(3), shall only be permitted with HCFA's express written approval. The Grantee shall notify HCFA's Privacy Office immediately upon becoming aware of any security incident that would constitute a "breach of the security of the system" as defined in TCA 47-18-2107.

E.12. Notification of Breach and Notification of Suspected Breach. - The Grantee shall notify HCFA's Privacy Office immediately upon becoming aware of any incident, either confirmed or suspected, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of enrollee PHI maintained or held by the Grantee, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Grantee's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.

E.13. All information or data that is necessary for one or more deliverable set forth in this Grant Contract shall be transmitted between HCFA and Grantee 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.

E.14. Offer of Gratuities. By signing this Grant Contract, the Grantee signifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the federal General Accounting Office, federal Department of Health and Human Services, the Center for Medicare and Medicaid Services, or any other state or federal agency has or will benefit financially or materially from this Grant Contract. This Grant Contract may be

terminated by HCFA as provided in Section D.4, if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Grantee, its agent, or employees.

IN WITNESS WHEREOF,

NATIONAL HEALTHCARE FOR THE HOMELESS COUNCIL:

5/7/14

GRANTEE SIGNATURE **DATE**

John Lozier, Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

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

Larry B. Martin/cd 5/16/2014

Larry B. Martin, Commissioner **DATE**

ATTACHMENT A

GRANT BUDGET
(BUDGET PAGE 1)

National Healthcare for the Homeless Council				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014, and ending June 30, 2015.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	53,203.00	0.00	53,203.00
2	Benefits & Taxes	13,771.00	0.00	13,771.00
4, 15	Professional Fee/ Grant & Award [2]	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings	9,000.00	0.00	9,000.00
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	2,526.00	0.00	2,526.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**$78,500.00**	**0.00**	**$78,500.00**

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached if line-item is funded.

BUDGET SUMMARY (Salaries Detail)

CONTRACTOR: National Health Care for the Homeless Council

CONTRACT TERM: July 1, 2014 through June 30, 2015

PROGRAM AREA: Shelter Project

NAME	POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	% OF TIME WORKED	TOTAL CONTRACT SALARY
Eric Murry	TennCare Shelter Enrollment Project Coordinator	$4,433.58	12	100	53,202.96
TOTAL (Actual)					53,202.96
TOTAL (Rounded to nearest $100)					53,203.00

ATTACHMENT A.1

GRANT BUDGET
(BUDGET PAGE 1)

National Healthcare for the Homeless Council				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	54,799.00	0.00	54,799.00
2	Benefits & Taxes	14,308.00	0.00	14,308.00
4, 15	Professional Fee/ Grant & Award [2]	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings	9,000.00	0.00	9,000.00
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	393.00	0.00	393.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	$78,500.00	0.00	$78,500.00

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached if line-item is funded.

BUDGET SUMMARY (Salaries Detail)

CONTRACTOR: National Health Care for the Homeless Council

CONTRACT TERM: July 1, 2015 through June 30, 2016

PROGRAM AREA: Shelter Project

NAME	POSITION TITLE	MONTHLY SALARY	# OF MONTHS WORKED	% OF TIME WORKED	TOTAL CONTRACT SALARY
Eric Murry	TennCare Shelter Enrollment Project Coordinator	4,566.55	12	100%	54,798.67
TOTAL (Actual)					54,798.67
TOTAL (Rounded to nearest $100)					54,799.00