



GRANT AMENDMENT

Agency Tracking # 31865-00030	Edison ID 46151	Contract #	Amendment # 01
Contractor Legal Entity Name University of Tennessee			Edison Vendor ID 0000002802

Amendment Purpose & Effect(s)
Updates scope, increases maximum liability, adds revised budgets for FY 17 & 18

Amendment Changes Contract End Date: YES NO **End Date:** June 30, 2018

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 400,000.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$821,800.00	\$821,800.00			\$1,643,600.00
2017	\$921,800.00	\$921,800.00			\$1,843,600.00
2018	\$921,800.00	\$921,800.00			\$1,843,600.00
TOTAL:	\$2,665,400.00	\$2,665,400.00			\$5,330,800.00

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.

OCR USE

Speed Chart (optional) TN00000161	Account Code (optional) 71300000
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**AMENDMENT #1
OF GRANT CONTRACT 46151
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
&
THE UNIVERSITY OF TENNESSEE ON BEHALF OF ITS HEALTH SCIENCE CENTER**

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" and The University of Tennessee on behalf of its Health Science Center, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract section A.8.
 - A.8. Effective July 1, 2016, recurring legislative funds are appropriated for the Grantee's provision of additional outreach nurse educators and any associated services as it relates to the High Risk Perinatal Program. The funding for this position(s) shall be duly noted on the Grantee Budget Summary for each Fiscal Year of this Grant, and related activities performed for outreach shall be documented in quarterly reports as specified in Section A.6 and A.7.

2. Grant Contract section C.1 is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the Grantor State Agency under this Grant Agreement exceed Five Million Three Hundred Thirty Thousand Eight Hundred Dollars (\$5,330,800.00). The Grant Budget, attached and incorporated hereto as Attachment A (Grant Budget July 1, 2015 – June 30, 2016), Revised Attachment A.1 (Grant Budget July 1, 2016 – June 30, 2017), and Revised Attachment A.2 (Grant Budget July 1, 2017 – June 30, 2018), shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

3. Grant Contract Attachments A.1 and A.2 are deleted in their entirety and replaced with the new attachments Revised Attachment A.1 (Grant Budget July 1, 2016 – June 30, 2017), and Revised Attachment A.2 (Grant Budget July 1, 2017 – June 30, 2018) attached hereto.

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 July 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,

THE UNIVERSITY OF TENNESSEE ON BEHALF OF ITS HEALTH SCIENCE CENTER:



GRANTEE SIGNATURE 6-13-16
DATE

Steven R. Goodman, Ph.D., Vice Chancellor for Research

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, COMMISSIONER 6/14/16
DATE



REVISED ATTACHMENT A.1

GRANT BUDGET				
UNIVERSITY OF TENNESSEE HIGH RISK PERINATAL PROGRAM				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2016				
END: June 30, 2017				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries	\$1,533,148		\$1,533,148
4, 15	Professional Fee/Grant & Award ²	\$89,000		\$89,000
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$139,452		\$139,452
11, 12	Travel/ Conferences & Meetings	\$35,000		\$35,000
13	Interest ²			
14	Insurance			
16	Specific Assistance to Individuals			
17	Depreciation ²			
18	Other Non-Personnel ²	\$5,000		\$5,000
20	Capital Purchase ²	\$42,000		\$42,000
22	Indirect Costs			
24	In-Kind Expense (Cost Share)			
25	TOTAL OTHER	\$1,843,600		\$1,843,600

- 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 follow this page if line-item is funded.



GRANT BUDGET LINE-ITEM DETAIL

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Shredding Services	3,000.00
Regional One Health contract for (Fetal Intensive Care Unit Coordinator) & Fetal Intensive Care Nurses	62,000.00
Regional One Health contract for (Hospital Training Services)	24,000.00
TOTAL	89,000.00

INTEREST	AMOUNT
TOTAL	

DEPRECIATION	AMOUNT
TOTAL	

OTHER NON-PERSONNEL	AMOUNT
Memberships and Subscriptions to Journals for Newborn and MFM Library used in Education	\$5,000
TOTAL	\$5,000

CAPITAL PURCHASE	AMOUNT
Infant Warmers	\$22,000
Fetal Monitors	\$20,000
TOTAL	\$42,000



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Shredding Services	3,000.00
Regional One Health contract for (Fetal Intensive Care Unit Coordinator) & Fetal Intensive Care Nurses	62,000.00
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TOTAL	89,000.00

INTEREST	AMOUNT
TOTAL	

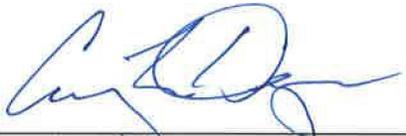
DEPRECIATION	AMOUNT
TOTAL	

OTHER NON-PERSONNEL	AMOUNT
Memberships and Subscriptions to Journals for Newborn and MFM Library used in Education	\$5,000
TOTAL	\$5,000

CAPITAL PURCHASE	AMOUNT
Infant Warmers	\$22,000
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TOTAL	\$42,000



INTERAGENCY GRANT AGREEMENT COVER SHEET

Begin Date July 1, 2015	End Date June 30, 2018	Agency Tracking # 31865-00030	Edison ID 46151
Grantee Name University of Tennessee			
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 93.778 Dept of Health & Human Services/Title XIX	
Service Caption (one line only) High Risk Perinatal Program			
Funding —			
FY	State	Federal	TOTAL Agreement Amount
2016	\$821,800.00	\$821,800.00	\$1,643,600.00
2017	\$821,800.00	\$821,800.00	\$1,643,600.00
2018	\$821,800.00	\$821,800.00	\$1,643,600.00
TOTAL:	\$2,465,400.00	\$2,465,400.00	\$4,930,800.00
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.  Budget Officer Signature		CPO USE - IG	
Speed Chart (optional) TN00000161		Account Code (optional) 71300000	



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

THE UNIVERSITY OF TENNESSEE ON BEHALF OF ITS HEALTH SCIENCE CENTER

This Grant, 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 "Grantor State Agency" and The University of Tennessee on behalf of its Health Science Center, hereinafter referred to as the "Grantee," is for the provision of High Risk Perinatal Program services, as further defined in the "SCOPE OF SERVICES."

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 Agreement.
- A.2. The Grantee shall conduct the High Risk Perinatal Regionalization Program as a functional part of the Bureau of TennCare and the Tennessee Department of Health, Maternal and Child Health Services, in compliance with medical and operational standards and guidelines as set out in the Tennessee Perinatal Care System Guidelines for Regionalization, Hospital Care Levels, Staffing and Facilities, latest edition; Tennessee Perinatal Care System Guidelines for Transportation, latest edition; Tennessee Perinatal Care System Educational Objectives for Nurses Levels I, II, III, Neonatal Transport Nurses, latest edition; and Tennessee Perinatal Care System Educational Objective in Medicine for Perinatal Social Workers, latest edition;
- A.3. The Grantee shall operate the Regional Perinatal Center within a hospital capable of providing necessary medical, surgical and ambulatory services to high-risk infants and pregnant women who have been certified by the Tennessee Department of Health and presumptively eligible for Medicaid/TennCare, regardless of their financial status; to provide for the diagnosis and treatment of such women and/or infants by maintaining a highly specialized medical staff available for services 24 hours a day;
- A.4. The Grantee shall continue the regional network of perinatal care which includes the elements of professional education, consultation and transportation of high-risk newborns and for those potential Level I, II, and III hospitals in accordance with the Perinatal Regionalization Guidelines adopted by the Tennessee Department of Health;
- A.5. The Grantee shall make available a Perinatal Team which will make site visits upon request from potential Level I, II and III hospitals within its region.
- A.6. The Grantee shall compile data and provide quarterly reports on services according to requirements recommended by the Perinatal Advisory Committee and approved by the Department of Health and the Bureau of TennCare in compliance with HIPAA.
- A.7. The Bureau of TennCare agrees to work in conjunction with the Department of Health to provide programmatic support to the High Risk Perinatal Regionalization Program, including coordination of the meetings and activities of the Perinatal Advisory Committee, and collection of the data compiled on the Program Objective Reports.

B. TERM OF AGREEMENT:



- B.1. This Grant Agreement shall be effective on July 1, 2015 ("Effective Date") and extend for a period of Thirty-Six (36) months after the Effective Date ("Term"). The Grantee hereby acknowledges and affirms that the Grantor State Agency shall have no obligation for Grantee services or expenditures that were not completed within this specified agreement period.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Grantor State Agency under this Grant Agreement exceed Four Million Nine Hundred Thirty Thousand Eight Hundred Dollars (\$4,930,800.00). The Grant Budget, attached and incorporated hereto as Attachment A (Grant Budget July 1, 2015 – June 30, 2016), Attachment A.1 (Grant Budget July 1, 2016 – June 30, 2017), and Attachment A.2 (Grant Budget July 1, 2017 – June 30, 2018), 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 Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- 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 Agreement, 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. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to five percent (5%) 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 Agreement amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.
- C.6. 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 Agreement end date and in form and substance acceptable to the Grantor State Agency.
- a. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the amounts permitted by the section C, payment terms and conditions of this Grant Agreement, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit said refund with the final grant disbursement reconciliation report.



- b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Agreement, and the Grantee shall be required to refund any and all payments by the Grantor State Agency pursuant to this Grant Agreement.
 - d. The Grantee must close out its accounting records at the end of the agreement period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency 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 to 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 agreement 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 Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. 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.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement (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 Agreement may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base agreement and, depending upon the specifics of the agreement 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 Agreement 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 Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.



- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the Grantor State Agency shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services.
- D.5. Subcontracting. The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant without obtaining the prior written approval of the Grantor State Agency. Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for ensuring the completion of all work to be performed under this Grant Agreement, within the limits of the Tennessee Claims Commission Act, T.C.A. § 9-8-301, *et. seq.*
- D.6. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Agreement shall be subject to monitoring and evaluation by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- D.7. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.8. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, and 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 Grantor State Agency before purchasing any equipment under this Grant.
- D.9. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Agreement.
- D.10. Completeness. This Grant Agreement 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 Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.11. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

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 Agreement, 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 Agreement 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 Grantor State Agency:

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:

Anthony A. Ferrara
Vice Chancellor for Finance and Operations
The University of Tennessee Health Science Center
62 South Dunlap, Suite 300
Memphis, TN 38163
qbussell@uthsc.edu
Telephone: 901-448-5571
FAX: 901-448-7775

Mail Contract to:

Deborah L. Smith, Ed.D.
Associate Vice Chancellor for Research UTHSC Office of Research Administration
910 Madison Avenue, Suite 823
Memphis, TN 38163
dsmith@uthsc.edu
Telephone # 901-448-5587
FAX # 901-448-7600

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 Agreement 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 Grantor State Agency reserves the right to terminate the Agreement upon written notice to the Grantee State Agency. Said termination shall not be deemed a breach of Agreement by the Grantor State Agency. Upon receipt of the written notice, the Grantee State Agency shall cease all work associated with the Agreement. Should such an event occur, the Grantee State Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee State Agency shall have no right to recover from the Grantor State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. 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.5. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Agreement, subject to the Grantor State Agency's equitable interest therein, to the extent of its *pro rata* share, based upon the Grantor State Agency's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.



The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Agreement. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Agreement and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this agreement within thirty (30) days of the Grant Agreement end date and in form and substance acceptable to the Grantor State Agency. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the Grantor State Agency, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the Grantor State Agency for the *pro rata* amount of the residual value at the time of loss based upon the Grantor State Agency's original contribution to the purchase price.

Upon termination of the Grant Agreement, where a further contractual relationship is not entered into, or at another time during the term of the Grant Agreement, the Grantee shall request written approval from the Grantor State Agency for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.6. 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 Grantor State Agency or acquired by the Grantee on behalf of the Grantor State Agency 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 Agreement; previously possessed by the Grantee without written obligations to the Grantor State Agency 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 Grantor State Agency's information; or, disclosed by the



Grantor State Agency 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 Grantor State Agency or third parties.

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

- E.7. HIPAA Compliance. The Grantor State Agency 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 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 agreement.
 - b. The Grantee warrants that it will cooperate with the Grantor State Agency, including cooperation and coordination with Grantor State Agency 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 Grantor State Agency 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 Grantor State Agency and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the Grantor State Agency under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the Grantor State Agency to receive such information without entering into a business associate agreement or signing another such document.
- E.8. Disclosure of Personal Identity Information. The Grantee shall report to the Grantor State Agency any instances of unauthorized disclosure of confidential information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the Grantor State Agency, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.9. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies 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 C.F.R. § 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 § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

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

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

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the 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 Contract 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,

THE UNIVERSITY OF TENNESSEE ON BEHALF OF ITS HEALTH SCIENCE CENTER:

MAY 20 2015

GRANTEE SIGNATURE

Anthony A. Ferrara
Vice Chancellor
Chief Financial Officer

DATE

PRINTED NAME AND TITLE OF GRANTEE STATE AGENCY SIGNATORY (above)

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

5/22/2015

LARRY B. MARTIN, COMMISSIONER

DATE

GRANT BUDGET				
UNIVERSITY OF TENNESSEE - HIGH RISK PERINATAL PROGRAM				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2015				
END: June 30, 2016				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$1,064,400		\$1,064,400
2	Benefits & Taxes (36.05%)	\$383,716		\$383,716
4, 15	Professional Fee/Grant & Award ²	\$15,000		\$15,000
5	Supplies	\$120,984		\$120,984
6	Telephone	\$4,000		\$4,000
7	Postage & Shipping	\$2,500		\$2,500
8	Occupancy			
9	Equipment Rental & Maintenance	\$2,000		\$2,000
10	Printing & Publications	\$11,000		\$11,000
11, 12	Travel/ Conferences & Meetings	\$15,000		\$15,000
13	Interest ²			
14	Insurance			
16	Specific Assistance to Individuals			
17	Depreciation ²			
18	Other Non-Personnel ²	\$5,000		\$5,000
20	Capital Purchase ²	\$20,000		\$20,000
22	Indirect Costs			
24	In-Kind Expense (Cost Share)			
25	TOTAL OTHER	\$1,643,600		\$1,643,600

- 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 follow this page if line-item is funded.



AT

GRANT BUDGET LINE-ITEM DETAIL

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Shredding Services	3,000.00
Regional One Health contract for (Fetal Intensive Care Unit Coordinator)	12,000.00
TOTAL	15,000.00

INTEREST	AMOUNT
TOTAL	

DEPRECIATION	AMOUNT
TOTAL	

OTHER NON-PERSONNEL	AMOUNT
Memberships and Subscriptions to Journals for Newborn and MFM Library used in Education	\$5,000
TOTAL	\$5,000

CAPITAL PURCHASE	AMOUNT
Infant Warmers	\$20,000
TOTAL	\$20,000



AT [unclear]

GRANT BUDGET LINE-ITEM DETAIL

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Shredding Services	3,000.00
Regional One Health contract for (Fetal Intensive Care Unit Coordinator)	12,000.00
TOTAL	15,000.00

INTEREST	AMOUNT
TOTAL	

DEPRECIATION	AMOUNT
TOTAL	

OTHER NON-PERSONNEL	AMOUNT
Memberships and Subscriptions to Journals for Newborn and MFM Library used in Education	\$5,000
TOTAL	\$5,000

CAPITAL PURCHASE	AMOUNT
Infant Warmers	\$20,000
TOTAL	\$20,000

GRANT BUDGET

UNIVERSITY OF TENNESSEE - HIGH RISK PERINATAL PROGRAM

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

Applicable Period: **BEGIN: July 1, 2017**

END: June 30, 2018

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$1,064,400		\$1,064,400
2	Benefits & Taxes (36.05%)	\$383,716		\$383,716
4, 15	Professional Fee/Grant & Award ²	\$15,000		\$15,000
5	Supplies	\$120,984		\$120,984
6	Telephone	\$4,000		\$4,000
7	Postage & Shipping	\$2,500		\$2,500
8	Occupancy			
9	Equipment Rental & Maintenance	\$2,000		\$2,000
10	Printing & Publications	\$11,000		\$11,000
11, 12	Travel/ Conferences & Meetings	\$15,000		\$15,000
13	Interest ²			
14	Insurance			
16	Specific Assistance to Individuals			
17	Depreciation ²			
18	Other Non-Personnel ²	\$5,000		\$5,000
20	Capital Purchase ²	\$20,000		\$20,000
22	Indirect Costs			
24	In-Kind Expense (Cost Share)			
25	TOTAL OTHER	\$1,643,600		\$1,643,600

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 follow this page if line-item is funded.



AT Tennesse...

GRANT BUDGET LINE-ITEM DETAIL

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Shredding Services	3,000.00
Regional One Health contract for (Fetal Intensive Care Unit Coordinator)	12,000.00
TOTAL	15,000.00

INTEREST	AMOUNT
TOTAL	

DEPRECIATION	AMOUNT
TOTAL	

OTHER NON-PERSONNEL	AMOUNT
Memberships and Subscriptions to Journals for Newborn and MFM Library used in Education	\$5,000
TOTAL	\$5,000

CAPITAL PURCHASE	AMOUNT
Infant Warmers	\$20,000
TOTAL	\$20,000