

**CONTRACT**

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2016	End Date June 30, 2017	Agency Tracking # 34360-63317	Edison Record ID		
Contractor Legal Entity Name Shelby County Government On Behalf Of the Shelby County Health Department				Edison Vendor ID 44	
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA #			
Service Caption (one line only) Prenatal Presumptive Eligibility Expansion					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017			\$162,600		\$162,600
TOTAL:			\$162,600		\$162,600
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input type="checkbox"/> 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.			<i>OCR USE - GU</i>		
Speed Chart (optional) HL00011979		Account Code (optional) 71300000			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
SHELBY COUNTY GOVERNMENT ON BEHALF OF THE
SHELBY COUNTY HEALTH DEPARTMENT**

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Shelby County Government on behalf of the Shelby County Health Department, hereinafter referred to as the "Contractor," is for the provision of Prenatal Presumptive Eligibility Expansion, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 44

A. SCOPE OF SERVICES:

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

A.2. Service Definition.

- a. TennCare Presumptive Eligibility (PE) -accepting and processing prenatal PE application for TennCare.
- b. Presumptive Eligibility (PE) Expansion -
 - (1) TennCare/ Medicaid Enrollment- assist pregnant women with the completion of any and all components of the TennCare application
 - (2) CoverKids Enrollment- assisting and processing pregnant women ineligible for TennCare

A.3. Service Goals. The Prenatal Presumptive Eligibility Program provides assistance to pregnant women with the completion of Prenatal PE enrollment and enrollment assistance for TennCare/ Medicaid and CoverKids application as outlined in the contract ID-13-39273 with the Bureau of TennCare.

A.4. Service Recipients. Pregnant women desiring health care coverage via TennCare presumptive eligibility (PE), for prenatal PE, TennCare/Medicaid, or CoverKids.

A.5. Service Description.

The Contractor shall administer the TennCare PE program as authorized by Health Care Finance and Administration (HCFA) under Title XIX and under Section 1115 of the Social Security Act. This designation is to perform TennCare PE determination for pregnant women in accordance with 42 CFR 435.1103 and the approved Desk Guide. Such activities shall include, but not limited to

- a. Accepting and processing TennCare presumptive eligibility applications for pregnant women in accordance to the current version of the Prenatal Presumptive Eligibility Guide and Prenatal PE Expansion Guidelines. The application process shall be completed and transmitted to HCFA within two (2) business days via the appropriate method and shall include:
 - (1) Assisting applicants in the completion of temporary TennCare PE applications;
 - (2) Making a determination on applicants' PE applications;
 - (3) Submitting application determination results to HCFA; and
 - (4) For those applicants with social security numbers desiring assistance, assisting pregnant women with the completion of any or all components of the TennCare

- application at the federally facilitated marketplace (FFM) for ongoing TennCare coverage
- (5) For those applicants without social security numbers desiring assistance, assisting pregnant women with the completion of any or all components of the TennCare application via the paper application for the federally facilitated marketplace (FFM) in accordance to program guidelines for ongoing TennCare coverage
- b. Notifying enrollees, in writing, of the PE determination and, for those approved, of the need to complete the full application process within the required time frame in order to maintain ongoing TennCare coverage;
 - c. Explaining to applicants in simple terms the TennCare/Medicaid program and its benefits;
 - d. Assisting individuals who are ineligible for TennCare to apply for CoverKids in accordance to the current version of the Prenatal Presumptive Eligibility Guide and Prenatal PE Expansion Guidelines.
 - (1) If the pregnant woman has a Social Security Number (SSN), assist her with the online application.
 - (2) If the pregnant woman does not have a Social Security Number (SSN), fax her application to the CoverKids "hotline" fax number .
 - e. Ensuring that appropriate accommodations are offered to individuals with disabilities and limited English proficiency and comply with the HCFA policies and procedures related to accommodations found at <http://www.tn.gov/assets/entities/tenncare/attachments/RightsAndResponsibilities.pdf> .
 - f. Providing eligibility services in at least 1 health department site(s) of the county at which at least two staff members are trained, certified, and otherwise able to provide the assistance requirements listed above.
 - g. Ensuring all staff described in A.5.f. above complete Certified Application Counselor (CAC) training, register as CAC, and maintain CAC certification at all times in which such individuals provide these services. The Contractor shall also ensure the assistance provided by such individuals conform to all applicable State and Federal regulations and requirements.
 - h. Notifying the State of any modifications in program administration within 30 days. Modifications shall include, but are not be limited to, change in number of trained certified staff, change in approved site location or termination of sites where services are provided.
 - i. Maintaining records necessary for the proper and efficient administration of Prenatal PE Expansion in accordance to the current version of the Prenatal PE Guide and Prenatal PE Expansion Guidelines. The records shall include, but not be limited to, eligibility records, documentation of quality control and records needed to meet all State and Federal requirements.
 - j. Reporting prenatal PE Expansion and CoverKids encounters in accordance to the current version of the current version of the Prenatal PE Guide and Prenatal PE Expansion Guidelines.

The State Shall.

- a. Provide monitoring of performance of Prenatal PE and PE Expansion activities to ensure that targeted populations are reached.
- b. Provide training and technical assistance to all staff.

- c. Provide format and guidelines for conducting and reporting all Prenatal PE and PE Expansion activities.

A.6. Service Deliverables and Reporting.

Deliverable	Contract Section	Delivery Date	Due to Whom	Requested Format
TennCare PE Applications	A.5. a.1., 2., 3.	Date of PE Application	Bureau of TennCare via the TennCare Module on the AS400	Electronic
TennCare/ Medicaid Applications for persons with SSN	A.5.a.4	Date of PE Application	Bureau of TennCare via the Federally Facilitated Marketplace (FFM)	Electronic
TennCare/ Medicaid PE and FFM Applications for eligible persons without SSN	A.5.a.5	Date of PE Application	TDH PE Team	Electronic mail
CoverKids Applications for eligible persons with SSN	A.5.d	Date of Presentation for Application	TennCare via the Federally Facilitated Marketplace (FFM)	Electronic
CoverKids Applications for eligible persons without SSN	A.5.d	Date of Presentation for Application	Fax all required documents to the CoverKids Fax Hotline	Fax
Report number of health department sites conducting TennCare PE and PE Expansion Activities	A.5.f	Annual or as changes are made	Director of Primary Prevention Impact Services	MS Word/Excel
Maintain Listing of Certified Application Counselors (CACS) and Completed Trainings	A.5.g	Annual or as changes are made	Director of Primary Prevention Impact Services	MS Word/Excel
Record the PTBMIS Codes for PE and PE Expansion Activities	A.5.-i	Date of Associated Activity	Patient Tracking Billing and Management Information System (PTBMIS)	Electronic

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2016 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one hundred sixty-two thousand six hundred dollars (\$162,600). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and

Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Assistance with TennCare Application for FFM (A.5.a.4.,5.)	\$100.00 each
Assistance with CoverKids Application (A.5.d.)	\$100.00 each
Operational Site Locations with CACs (A.5.f)	\$8000.00 per site

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Allysceaeiou Britt Spears, PhD, MPH – Director
Tennessee Department of Health
Primary Prevention Impact Services
Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Email Address: Allysceaeiou.B.Spears@tn.gov
Telephone # 615-741-0378
FAX # 615-532-8669

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

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Health; Primary Prevention Impact Services
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or 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 invoiced.

C.7. Invoice Reductions. The Contractor's invoice 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 conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this 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. This 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 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 the State exercise this provision, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Contractor exercise this provision, the State shall have no liability to the Contractor except for those units of service which can be effectively used by the State. The final decision as to what these units of service are, shall be determined by the State. In the event of disagreement, the Contractor may file a claim with the Tennessee Claims Commission in order to seek redress.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, 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, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All 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.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this 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 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 Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this 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.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, 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.18. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

Allysceaeiou Britt Spears, PhD, MPH – Director
 Tennessee Department of Health
 Primary Prevention Impact Services
 Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
 Email Address: Allysceaeiou.B.Spears@tn.gov
 Telephone # 615-741-0378
 FAX # 615-532-8669

The Contractor:

Mark H Luttrell Jr, Mayor
 Shelby County Government on behalf of the Shelby County Health Department
 814 Jefferson Avenue, Room 145
 Memphis, TN 38105
 Email Address: howard.richardson@shelbycountyttn.gov
 Telephone #: (901) 545-7099

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 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 Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the

Contractor 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. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State 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 Contractor 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 Contractor'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 Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor 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 Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.5. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.6. Annual Report and Audit. The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor 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 Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor 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 Contractor 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 Contractor 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 Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public. (Attachment 2)

- E.7. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [Attachment 1];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the 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.
- E.11. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.12. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.13. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 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 Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

**IN WITNESS WHEREOF,
SHELBY COUNTY GOVERNMENT, ON BEHALF OF THE SHELBY COUNTY HEALTH
DEPARTMENT:**

GRANTEE SIGNATURE

DATE

Alisa Haushalter, Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

SHELBY COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Mark H. Luttrell, Jr., County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

APPROVED AS TO FORM:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

**JOHN J. DREYZEHNER, MD, MPH, FACOEM,
COMMISSIONER**

DATE

Prenatal Presumptive Eligibility (PE) Expansion Overview and General Guidance

Reference 2016 Prenatal PE Desk Guide Effective January 1, 2016 Revised January 8, 2016

Effective January 1, 2016, to ensure continuity of coverage and to reduce barriers to TennCare/Medicaid enrollment, TDH and metropolitan health departments will utilize Certified Application Counselors (CACs) in all health department sites (rural and metros) which conduct prenatal presumptive eligibility (PE) assistance, to enroll prenatal PE women in TennCare/Medicaid via the federally facilitated marketplace (FFM). Each health department site should have available designated two persons to serve as CACs (a primary and a back-up). These persons will incorporate CAC duties into their regularly assigned duties which may include prenatal PE enrollment and administration. PE CACs are to be available during regular business hours to assist all pregnant PE applicants with beginning the TennCare enrollment via the FFM. In addition to TennCare/Medicaid enrollment assistance, health departments will be available to assist eligible pregnant women with CoverKids enrollment.

Part A of Prenatal PE Expansion

Prenatal PE and CAC Integration

All health department sites, which routinely conduct PE enrollment, are to complete the prenatal PE administration in accordance to the current version of the Prenatal PE Desk Guide. This will include the following:

Screening - All persons presenting for enrollment into prenatal PE should be screened in accordance to the PE screening process outlined on pages 6-13.

1. Tennessee residency
2. Income eligibility
3. Screen for pregnancy
4. Screen for citizenship

Application Processing – All PE applications must be completed and entered into the AS400 by close of business on the day of application as outlined on pages 14-20.

Processing of Non- PE Eligible Applicants- If a PE applicant fails to meet any of the criteria for PE, always instruct her to apply for CoverKids prenatal coverage or assist with application via FFM online or paper application as outlined on page 3 of the Prenatal PE Desk Guide.

Part B of Prenatal PE Expansion

TennCare/Medicaid Education, Enrollment and Processing

All PE applicants should be given the current version of the “You Have Been Approved for Prenatal Presumptive Eligibility” outreach handout which describes the next steps for the PE applicant to ensure continuation of coverage.

PE CACs should be available during business hours to assist all prenatal PE applicants with beginning the TennCare/Medicaid enrollment via the FFM. TennCare/Medicaid applications should be started at the time of prenatal PE enrollment. PE CACs may also assist the parent/guardian of a **Newborn PE** and **Breast and Cervical PE** applicants with

Prenatal Presumptive Eligibility (PE) Expansion Overview and General Guidance

Reference 2016 Prenatal PE Desk Guide Effective January 1, 2016 Revised January 8, 2016

TennCare/Medicaid enrollment assistance via the FFM.

Part B of Prenatal PE Expansion (continued)

At a **minimum** the PE applicants (all types) should be assisted with establishing a marketplace account.

Minimum enrollment assistance defined as:

1. Establish a FFM account at www.healthcare.gov/get-coverage/. The applicant will need a valid email account to establish a FFM account. If the applicant does not have an email account, the PE CAC will assist the applicant with creating an email account as part of the minimum enrollment assistance.
2. If the applicant has an existing FFM account as a result of previous application for TennCare/Medicaid or an Affordable Care Act plan, you will not be able to create a new account. However, staff should ensure the applicant can access the account for enrollment. If not, contact the Customer Service Line for the FFM

TennCare/Medicaid enrollment assistance should be **completed** and **transmitted** within two (2) business days of prenatal PE presentation.

PE CACs should have applicants review and sign the Privacy Agreement for TennCare/Medicaid and CoverKids Enrollment. A copy of the agreement should be maintained as outlined in the instructions sheet.

All encounters should be recorded in Patient Tracking Billing Information System (PTBMIS) as outlined in the *TennCare PE Expansion PTBMIS Codes* guidelines.

Part C of Prenatal PE Expansion

CoverKids Enrollment

Pregnant women not eligible for presumptive eligibility through TennCare may qualify instead for CoverKids. Pregnant applicants for CoverKids who **do not** have an SSN may have trouble applying online and can apply directly to the State. Staff will fax paper applications for pregnant women without SSNs to the special CoverKids fax number for health departments; this “hotline” fax is **844-885-7023** for expedited processing. See Appendix E of the Prenatal PE Desk Guide for more information. Any staff can assist a CoverKids applicant with the paper application. Pregnant applicants for CoverKids who have SSNs should be assisted by a PE CAC with the online application at www.healthcare.gov.

PE CACs should have applicants review and sign the Privacy Agreement for TennCare/Medicaid and CoverKids Enrollment. A copy of the agreement should be maintained as outlined in the instruction sheet.

All encounters should be recorded in Patient Tracking Billing Information System (PTBMIS) as outlined in the *TennCare PE Expansion PTBMIS Codes* guidelines.

Attachment 2

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Olga Masrejjan, Healthy Start Program Director, TN Department of Health;

John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and

faudit@tn.gov - TN Department of Finance and Administration