



INTERAGENCY GRANT AGREEMENT COVER SHEET

(cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)

Begin Date July 1, 2016	End Date June 30, 2019	Agency Tracking # 31865-00338	Edison ID 50233
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Grantee Legal Entity Name
Department of Children's Services

Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA # 93.778 Dept of Health & Human Services/Title XIX
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Service Caption (one line only)
Coordination and Administration of Centers for Excellence for Children in State Custody

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2017	\$1,798,275.00	\$1,798,275.00			\$3,596,550.00
2018	\$1,798,275.00	\$1,798,275.00			\$3,596,550.00
2019	\$1,798,275.00	\$1,798,275.00			\$3,596,550.00
TOTAL:	\$5,394,825.00	\$5,394,825.00			\$10,789,650.00

<p>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.</p> <div style="text-align: center; font-size: 2em; margin-top: 20px;"> </div> <p>Budget Officer Signature</p>	<p>CPO USE - IG</p>
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Speed Chart (optional)	Account Code (optional)
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**GRANT AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
DEPARTMENT OF CHILDREN'S SERVICES**

This Grant Agreement, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare (the "Grantor State Agency" or "TennCare", and Department of Children's Services (the "Grantee" or "DHS"), is for the coordination and administration of Centers for Excellence for children in state custody, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Agreement.
- A.2. This Grant Contract is to provide funds to the Department of Children's Services (DCS) in order to fund statewide Centers for Excellence (COE) for Children in state custody. The network of Centers of Excellence serves as referral sites for children needing the highest level of physical and/or behavioral health care and implements training programs for providers to augment regional capacity to serve those children. COEs assist DCS in developing appropriate care plans for custody children and children at risk of custody who have complex behavioral health needs by providing interdisciplinary diagnostic services and consultation regarding treatment services. In some instances, COEs deliver needed treatment guidance, especially in the area of reviewing and changing a child's medication regimen.
- A.3. Definitions

The following terms in this Grant Contract shall be constructed and/or interpreted as follows:

- a. Administrative Service. A service identified as necessary for the smooth and efficient operation of the program.
- b. Center of Excellence. A tertiary academic medical center, provider agency or partner designated by the state as possessing expertise in child behavioral health issues (such as aggression, depression, attachment disorders, sexualized behaviors, poly-pharmacy) and the unique health care needs of children in or at imminent risk of state custody.
- b. Children at Risk of State Custody. As defined in T.C.A. § 37-3-602(2): "Imminent Risk of placement" (*into DCS custody*) means circumstances or behavior likely to produce, within a relatively short period of time, a reasonably strong probability that the child will be placed in state custody as a result of being adjudicated dependent and neglected, delinquent, unruly or in need of mental health services under T.C.A. § 37-1-175.
- c. DCS Custody Children (children in state custody). Children who have been identified by DCS as belonging in one of the following groups:
 - 1. Children in the custody of DCS - children in the legal and physical custody of DCS whose living arrangement is provided by DCS.



2. Children in the legal, but not physical, custody of DCS - children who are in DCS legal custody but who reside with parents, guardians, or other caretakers.
 - d. Provider. An appropriately licensed institution, facility, agency, person, corporation, partnership, or association that delivers health care services. Providers are categorized as either TennCare Providers or Non-TennCare Providers. TennCare Providers may be further categorized as being one of the following:
 1. Participating Providers or In-Network Providers
 2. Non-Participating Providers or Out-of-Network Providers
 3. Out-of-State Emergency Providers. **TennCare Rule 1200-13-13-.01.**
 - e. TennCare. The program administered by the Single State agency as designated by the State and CMS pursuant to Title XIX of the Social Security Act and the Section 1115 Research and Demonstration waiver granted to the State of Tennessee. **TennCare Rule 1200-13-13-.01.**
- A.4. DCS shall ensure the Centers of Excellence develop an Annual Plan, to be approved by DCS, that identifies the type and anticipated volume of services to be provided; any modifications to this plan must be approved by DCS. DCS shall ensure that the COE provide services to be delivered as follows:
- a. Administrative Responsibilities required of all COEs:
 1. COE administrative responsibilities include oversight of the COE, management of the internal operations, recruitment of clinical staff with medical and behavioral health expertise, staff meetings, budget management, COE performance analysis, and general operational coordination and troubleshooting. The COE shall participate in relevant departmental activities when requested by DCS.
 2. The COE shall establish, maintain, and advertise a toll-free telephone line for the purpose of increasing awareness of the availability of COE services.
 3. The COE shall provide to DCS a quarterly administrative activities report that will be forwarded to TennCare. The report is due on the 10th of January, April, July, and October, which will measure the following:
 - (a) Total number of new referrals;
 - (b) Total number of all children served;
 - (c) Number of case consultation services;
 - (d) Number of psychiatric and psychological evaluations;
 - (e) Number of medication management sessions;
 - (f) Number of monthly on-site case review sessions;
 - (g) Number and type of in-service training and education service sessions to include date, trainer, topic, and number of attendees; and
 - (h) Number of services provided using Telehealth technology.
 - b. Case Consultation. In the event the COE chooses to perform case consultation, it will provide initial call/triage; obtain medical, social, and educational records; perform record reviews; assess and/or make recommendations for placement, treatment, and additional services. Triage and development of the plan shall occur within fourteen (14) days of referral, when the referral is accompanied by sufficient collateral information to complete triage. Case consultation may also include:



1. Development of care plans for children served that may include relevant new and existing information for medical, psychological, educational, and psychosocial (including family input) findings or records;
2. Providing consults to providers on implementation of the care plan; and
3. Assisting TennCare providers, DCS, and other child-serving state departments or agencies with tertiary care coordination for ordered services as requested.

DCS shall ensure that the COEs forward a copy of the care plan to the referral source and others as appropriate. Additionally, the COE will follow up with caregivers, providers and DCS, as appropriate, to assure compliance with the care plan.

- c. **Training/Education.** In the event the COE chooses to perform training and education, it will provide training through a variety of activities, including in-service activities to TennCare providers, DCS, and other child serving state departments and agencies. Training and education shall focus on behavioral health problems for children in or at risk of state custody.
 - d. **Case Review.** In the event the COE chooses to perform case review, it shall perform monthly reviews of cases in each region specified in order to improve evaluation and treatment services, collaboration, and efficiencies. The COE will also identify and address quality improvement issues by identifying, at the local level, obstacles to services for children and by improving collaboration among agencies and providers.
 - e. **Best Practice Guidelines.** In the event the COE chooses (TN Department of Mental Health & Substance Abuse Services) Best Practice Guidelines, it shall recommend and participate in the development and/or revision of best practices, as specified in the annual plan. Guideline development shall encompass provision of health and behavioral health services to children and shall be developed in collaboration with DCS and other child-serving agencies, as appropriate.
 - f. **Best Practice Collaborative.** In the event the COE chooses Best Practice Collaborative, it shall actively participate in the implementation of best practices in the treatment or prevention of child abuse and neglect and attachment problems by training and supporting mental health providers across the state by providing:
 1. Identified staff to serve in a specified collaborative role in best practice collaborative sponsored trainings;
 2. Active participation in this practice collaborative planning and work groups;
 3. Leadership within the COE's region for the development of training.
 - g. **Evaluations and Assessments.** In the event the COE chooses to provide evaluation and assessment services, it shall provide direct clinical services related to clinical interview and standard or comprehensive psychiatric or psychological evaluations or assessments. The evaluation shall include recommendations for treatment, placement, and/or medications. The COE will communicate its findings and recommendations to the child's primary care physician and/or other community providers and DCS or other child-serving providers and staff, as appropriate.
 - h. **Medical Exams.** In the event the COE chooses medical exams, it shall provide direct clinical services related to comprehensive medical exams that are a back up to the medical home or community agency/provider.
 - i. **Treatment.** In the event the COE chooses treatment, it shall provide direct clinical services related to treatment, such as providing active ongoing treatment for medication management.
- A.5. DCS shall ensure that there are COEs providing services in all regions of the state.



- A.6. DCS shall conduct monitoring of the COEs (through the Provider Accountability Review division) at a minimum of one time per three years of this Grant Contract. Additional monitoring of the Grant Contract may be requested by TennCare or performed by DCS, as deemed necessary and shall collaborate with TennCare to design quality monitoring and performance indicators on services covered by this Grant Contract.
- A.7. TennCare shall notify DCS in writing of any specific performance deficiencies and request a corrective action plan. DCS shall respond in writing with a corrective action plan by the date specified and TennCare will review and either approve the corrective action plan or request modifications if the CAP is considered to be incorrect or deficient.
- A.8. DCS shall identify a senior manager with programmatic responsibilities to meet with TennCare on a regular basis. This manager is responsible for working with DCS and COE staff to identify and resolve any concerns that may arise regarding the access, appropriateness, quality, and effectiveness of the services provided by the COE under the associated grant contracts.
- A.9. The parties to this Grant Contract shall meet on a regularly scheduled basis to review the performance of activities under this Grant Contract. Pursuant to Section A.7., DCS shall respond in writing with a corrective action plan by the date specified.
- A.10. DCS shall provide a quarterly report to TennCare within forty-five (45) days of the end of each calendar quarter documenting DCS' and the Centers' of Excellence activities under this Grant Contract. TennCare will review this report after receiving it to approve it, return it to DCS with requests for modifications, or not respond, in which case the report will be deemed as approved after fifteen (15) business days.

B. TERM OF AGREEMENT:

- B.1. This Grant Agreement shall be effective on July 1, 2016 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The Grantor State Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. **Renewal Options.** This Grant Agreement may be renewed upon satisfactory completion of the Term. The Grantor State Agency 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 Grantor State Agency, at the Grantor State Agency'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 Ten Million Seven Hundred Eighty-Nine Thousand Six Hundred Fifty Dollars (\$10,789,650.00) ("Maximum Liability"). The Grant Budgets, attached and incorporated as Attachments A, A.1 and A.2, is the maximum amount due the Grantee under this Grant Agreement. 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 Scope, 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 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 ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts 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 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 the 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 must close out its accounting records at the end of the Term 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 or the cognizant state agency, as applicable. 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 Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, 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 Agreement 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 Term.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Grantor State Agency 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 Grant Agreement, these officials may



include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).

- D.2. Modification and Amendment. This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.3. Bilateral Termination for Convenience. This 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. 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor State Agency:

Deputy Commissioner
Department of Finance and Administration
Bureau of TennCare
310 Great Circle Road
Nashville, Tennessee 37247-6501
Telephone # (615) 507-6362
FAX # (615) 532-5236

The Grantee:

Mary Rolando, Health Advocacy Director
Department of Children's Services
315 Deaderick Street, 10th Floor, UBS Tower
mary.e.rolando@tn.gov
Telephone # (615)253-3199
FAX # (615) 253-5670

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.5. Subject to Funds Availability. This Grant Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are



otherwise unavailable, the Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.

- D.6. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.7. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.
- D.8. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.9. 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, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the 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 Procuring 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.2. HIPAA Compliance. The Grantor State Agency and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Agreement.

- a. The Grantee warrants to the Grantor State Agency that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Agreement.
- b. The Grantee warrants that it will cooperate with the Grantor State Agency, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Agreement so that both parties will be in compliance with the Privacy Rules.
- c. The Grantor State Agency and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Grantor State Agency and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Agreement is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

E.3. 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 TennCare 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 TennCare so long as TennCare 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 GRANTAgreement 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 TennCare and the Grantee and between the Grantee and its providers and/or subcontractors to a halt, if for any reason the Grantee cannot meet the requirements of this Section, TennCare may terminate this Grant Agreement.



- d. Ensure that Protected Health Information (PHI) exchanged between the Grantee and TennCare 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 TennCare's Privacy Office immediately upon becoming aware of any use or disclosure of PHI in violation of this Grant Agreement by the Grantee, its officers, directors, employees, subcontractors or agents or by a third party to which the Grantee 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. Make its internal policies and procedures, records and other documentation related to the use and disclosure of PHI available upon request to the U.S. Secretary of Health and Human Services for the purposes of determining compliance with the HIPAA regulations;
- h. Create and adopt policies and procedures to periodically audit adherence to all HIPAA regulations;
- i. Agree to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained, or transmitted by or on behalf of TENNCARE agrees to use reasonable and appropriate safeguards to protect the PHI.
- j. If feasible, return or destroy all PHI, in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of that PHI upon termination, cancellation, expiration or other conclusion of the Agreement, and in accordance with this Section of this Grant Agreement. 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 Agreement. 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 Agreement, the Grantee shall: (1) certify an oath in writing that such return or destruction has been completed; (2) identify any PHI which cannot feasibly be returned or destroyed; and (3) certify that it will only use or disclose such PHI for those purposes that make its return or destruction infeasible;
- k. Implement all appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Grant Agreement and, including, but not limited to, privacy, security and confidentiality requirements in 45 CFR Parts 160 and 164;
- l. Set up appropriate mechanisms to limit use or disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure;
- m. Create and implement policies and procedures to address present and future HIPAA regulatory requirements as needed, including, but not limited to: use and disclosure of data; de-identification of data; minimum necessary access; accounting of disclosures; enrollee's right to amend, access, request restrictions; notice of privacy practices and right to file a complaint;



- n. Provide an appropriate level of training to its staff and employees regarding HIPAA related policies, procedures, enrollee rights and penalties prior to the HIPAA implementation deadlines and at appropriate intervals thereafter;
 - o. Track training of Grantee's staff and employees and maintain signed acknowledgements by staff and employees of the Grantee's HIPAA policies;
 - p. Be allowed to use and receive information from TennCare where necessary for the management and administration of this Interagency Agreement and to carry out business operations where permitted under the regulations;
 - q. Be permitted to use and disclose PHI for the Grantee's own legal responsibilities;
 - r. Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by Grantee's employees and other persons performing work for the Grantee to have only minimum necessary access to PHI and personally identifiable data within their organization;
 - s. Continue to protect and secure PHI and personally identifiable information relating to enrollees who are deceased; and
 - t. Track all security incidents as defined by HIPAA and periodically report such incidents to TennCare in summary fashion.
- E.5. Notification of Breach and Notification of Suspected Breach. - The Grantee shall notify TennCare'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.6. Authority. If other State or local agencies or offices perform services for TennCare, including the Grantee, these entities do not have the authority to change or disapprove any administrative decision of TennCare, or otherwise substitute their judgment for that of TennCare with respect to the application of policies, rules and regulations issued by TennCare.
- E.7. Applicable Laws, Rules, Policies and Court Orders. The Grantee agrees to comply with all applicable federal and State laws, rules, regulations, sub-regulatory guidance, executive orders, TennCare Waivers, and all current, modified or future Court decrees, orders or judgments applicable to the State's TennCare programs. Such compliance shall be performed at no additional cost to the State.
- E.8. Disclosure of Personal Identity Information. The Grantee shall report to the State 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 State, 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. Severability. If any terms and conditions of this Grant Agreement 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 Agreement are declared severable.
- E.10. Records. The Grantee shall maintain documentation for all charges under this Grant Agreement. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Agreement, shall be maintained for a period of six (6) 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.
- E.11. Social Security Administration (SSA) Required Provisions for Data Security. The Grantee shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, *et seq.*), and related National Institute of Standards and Technology guidelines. In addition, the Grantee shall have in place administrative, physical, and technical safeguards for data.
- a. The Grantee shall not duplicate in a separate file or disseminate, without prior written permission from TennCare, the data governed by the Grant Agreement for any purpose other than that set forth in this Grant Agreement for the administration of the TennCare program. Should the Grantee propose a redisclosure of said data, the Grantee must specify in writing to TennCare the data the Grantee proposes to redisclose, to whom, and the reasons that justify the redisclosure. TennCare will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.
 - b. The Grantee agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Grant Agreement.
 - c. The Grantee shall provide a current list of the employees of such Grantee with access to SSA data and provide such lists to TennCare.
 - d. The Grantee shall restrict access to the data obtained from TennCare to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Grant Agreement. The Grantee shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.
 - e. The Grantee shall ensure that its employees:
 - (1) properly safeguard PHI/PII furnished by TennCare under this Grant Agreement from loss, theft or inadvertent disclosure;
 - (2) understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Grantee's employee is at his or her regular duty station;
 - (3) ensure that laptops and other electronic devices/ media containing PHI/PII are encrypted and/or password protected;



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

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

- f. **Loss or Suspected Loss of Data** – If an employee of the Grantee becomes aware of suspected or actual loss of PHI/PII, he or she must immediately contact TennCare **within 1 hour** to report the actual or suspected loss. The Grantee will use the Loss Worksheet located at http://www.tn.gov/assets/entities/tenncare/attachments/phi_piiworksheet.pdf to quickly gather and organize information about the incident. The Grantee must provide TennCare with timely updates as any additional information about the loss of PHI/PII becomes available.

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

- g. TennCare may immediately and unilaterally suspend the data flow under this Grant Agreement, or terminate this Grant Agreement, if TennCare, in its sole discretion, determines that the Grantee has: (1) made an unauthorized use or disclosure of TennCare SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Grant Agreement.
- h. **Legal Authority** – Federal laws and regulations giving SSA the authority to disclose data to TennCare and TennCare's authority to collect, maintain, use and share data with Grantee is protected under federal law for specified purposes:
 - (1) Sections 1137, 453, and 1106(b) of the Act (42 U.S.C. 1320b-7, 653, and 1306(b)) (income and eligibility verification data);
 - (2) 26 U.S.C. 6103(l)(7) and (8) (tax return. data);
 - (3) Section 202(x)(3)(B)(iv) of the Act (42 U.S.C. 401(x)(3)(B)(iv))(prisoner data);
 - (4) Section 205(r)(3) of the Act (42, U.S.C. 405(r)(3)) and Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, 7213(a)(2) (death data);
 - (5) Sections 402, 412, 421, and 435 of Pub. L. 104-193 (8 U.S.C. 1612, 1622, 1631, and 1645) (quarters of coverage data);
 - (6) Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3 (citizenship data); and
 - (7) Routine use exception to the Privacy Act, 5 U.S.C. 552a(b)(3)(data necessary to administer other programs compatible with SSA programs).

This Section further carries out Section 1106(a) of the Act (42 U.S.C. 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. 3541 *et seq.*), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the Grantee must follow with regard to use, treatment, and safeguarding data.



i. Definitions

- (1) "SSA-supplied data" – information, such as an individual's social security number, supplied by the Social Security Administration to TennCare to determine entitlement or eligibility for federally-funded programs (CMPPA between SSA and F&A; IEA between SSA and TennCare).
- (2) "Protected Health Information/Personally Identifiable Information" (PHI/PII) (45 CFR 160.103; OMB Circular M-06-19) – Protected health information means individually identifiable health information that is: (i) Transmitted by electronic media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- (3) "Individually Identifiable Health Information" – information that is a subset of health information, including demographic information collected from an individual, and: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (4) "Personally Identifiable Information" – any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, including any other personal information which can be linked to an individual.

E.12. Nondiscrimination Compliance Requirements.

- a. The Grantee agrees that it shall comply with the applicable federal and State civil rights laws and regulations, which may include, but are not limited to, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 42 U.S.C. § 18116. As part of this compliance no person on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected under federal or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of Grantee's obligation under its agreement with TennCare or in the employment practices of the Grantee.
- b. The Grantee agrees that its civil rights compliance staff member will work directly with TennCare's Nondiscrimination Compliance Director in order to implement and coordinate nondiscrimination compliance activities. The Grantee shall provide to TennCare, within ten (10) days of signing this Grant the name and contact information of its civil rights compliance staff member. If at any time that position is reassigned to another staff member, the new staff member's name and contract information shall be reported in writing to TennCare within ten (10) calendar days of assuming these duties.

IN WITNESS WHEREOF,

DEPARTMENT OF CHILDREN'S SERVICES



Bonnie Hommrich

6/1/16

GRANTEE SIGNATURE

DATE

Bonnie Hommrich, Commissioner

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:

Larry B. Martin/CD

6/1/16

LARRY B. MARTIN, COMMISSIONER

DATE



**ATTACHMENT A
GRANT BUDGET**

(Grant Budget Page 1)

Tennessee Department of Children's Services				
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	\$0.00	0.00	\$0.00
2	Benefits & Taxes	\$0.00	0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$3,596,550.00	0.00	\$3,596,550.00
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	\$0.00	0.00	\$0.00
13	Interest ²	\$0.00	0.00	\$0.00
14	Insurance	\$0.00	0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	0.00	\$0.00
17	Depreciation ²	\$0.00	0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	0.00	\$0.00
20	Capital Purchase ²	\$0.00	0.00	\$0.00
22	Indirect Cost @ 13.9 % of Salaries	\$0.00	0.00	\$0.00
24	In-Kind Expense	\$0.00	0.00	\$0.00
25	GRAND TOTAL	\$3,596,550.00	0.00	\$3,596,550.00

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 (continued)
GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

PROFESSIONAL FEES	AMOUNT
East Tennessee State University Grant	\$454,788.00
Focus Psychiatric Services Grant	\$473,191.00
University of Tennessee Health Services (through Graduate Medical School – Knoxville)	\$621,100.00
University of Tennessee (Memphis) Grant	\$918,893.00
Vanderbilt University Medical Center Grant	\$1,128,503.00
	\$3,596,550.00



**ATTACHMENT A.1
GRANT BUDGET
(Grant Budget Page 1)**

Tennessee Department of Children's Services				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2017 and ending June 30, 2018.				
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	\$0.00	0.00	\$0.00
2	Benefits & Taxes	\$0.00	0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$3,596,550.00	0.00	\$3,596,550.00
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	\$0.00	0.00	\$0.00
13	Interest ²	\$0.00	0.00	\$0.00
14	Insurance	\$0.00	0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	0.00	\$0.00
17	Depreciation ²	\$0.00	0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	0.00	\$0.00
20	Capital Purchase ²	\$0.00	0.00	\$0.00
22	Indirect Cost @ 13.9 % of Salaries	\$0.00	0.00	\$0.00
24	In-Kind Expense	\$0.00	0.00	\$0.00
25	GRAND TOTAL	\$3,596,550.00	0.00	\$3,596,550.00

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.1
GRANT BUDGET
(Grant Budget Page 1)**

Tennessee Department of Children's Services				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2017 and ending June 30, 2018.				
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	\$0.00	0.00	\$0.00
2	Benefits & Taxes	\$0.00	0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$3,596,550.00	0.00	\$3,596,550.00
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	\$0.00	0.00	\$0.00
13	Interest ²	\$0.00	0.00	\$0.00
14	Insurance	\$0.00	0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	0.00	\$0.00
17	Depreciation ²	\$0.00	0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	0.00	\$0.00
20	Capital Purchase ²	\$0.00	0.00	\$0.00
22	Indirect Cost @ 13.9 % of Salaries	\$0.00	0.00	\$0.00
24	In-Kind Expense	\$0.00	0.00	\$0.00
25	GRAND TOTAL	\$3,596,550.00	0.00	\$3,596,550.00

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/oct/policy03.pdf).

² Applicable detail attached if line-item is funded.



ATTACHMENT A.1 (continued)
GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

PROFESSIONAL FEES	AMOUNT
East Tennessee State University Grant	\$454,788.00
Focus Psychiatric Services Grant	\$473,191.00
University of Tennessee Health Services (through Graduate Medical School – Knoxville)	\$621,100.00
University of Tennessee (Memphis) Grant	\$918,893.00
Vanderbilt University Medical Center Grant	\$1,128,503.00
	\$3,596,550.00



**ATTACHMENT A.2
GRANT BUDGET
(Grant Budget Page 1)**

Tennessee Department of Children's Services				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2018 and ending June 30, 2019.				
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	\$0.00	0.00	\$0.00
2	Benefits & Taxes	\$0.00	0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$3,596,550.00	0.00	\$3,596,550.00
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	\$0.00	0.00	\$0.00
13	Interest ²	\$0.00	0.00	\$0.00
14	Insurance	\$0.00	0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	0.00	\$0.00
17	Depreciation ²	\$0.00	0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	0.00	\$0.00
20	Capital Purchase ²	\$0.00	0.00	\$0.00
22	Indirect Cost @ 13.9 % of Salaries	\$0.00	0.00	\$0.00
24	In-Kind Expense	\$0.00	0.00	\$0.00
25	GRAND TOTAL	\$3,596,550.00	0.00	\$3,596,550.00

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

(BUDGET PAGE 2)

PROFESSIONAL FEES	AMOUNT
East Tennessee State University Grant	\$454,788.00
Focus Psychiatric Services Grant	\$473,191.00
University of Tennessee Health Services (through Graduate Medical School – Knoxville)	\$621,100.00
University of Tennessee (Memphis) Grant	\$918,893.00
Vanderbilt University Medical Center Grant	\$1,128,503.00
	\$3,596,550.00