



GRANT AMENDMENT

| | | | | | |
|---|---------------------------|--|---------------------------------------|--------------|------------------------------|
| Agency Tracking # 31865-00515 | Edison ID 43903 | Contract # 43903 | Amendment # 02 | | |
| Contractor Legal Entity Name MidSouth eHealth Alliance | | | Edison Vendor ID 0000010380 | | |
| Amendment Purpose & Effect(s) This amendment adds to the Scope of Work but does not add additional funding. | | | | | |
| Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | End Date: September 30, 2016 | | | |
| TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): | | | \$.00 | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
| 2014 | \$300,000.00 | | | | \$300,000.00 |
| 2015 | \$332,000.57 | \$36,888.95 | | | \$1,461,339.05 |
| 2016 | \$162,371.05 | \$1,461,339.43 | | | \$1,623,710.48 |
| | | | | | |
| TOTAL: | \$794,371.62 | \$1,498,228.38 | | | \$2,292,600.00 |
| American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" 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</i> | | |
| Speed Chart (optional) TN00000274 | | Account Code (optional) 71304000 | | | |



**AMENDMENT #2
TO GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
AND
MIDSOUTH eHEALTH ALLIANCE**

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

1. The following is added as Grant Contract section A.10:

A.10. Admission, Discharge and Transfer (ADT) Feed. The Grantee shall feed Health Level Seven (HL7) inpatient and emergency room messages from all hospitals with patients in Tennessee who are connected to the Grantee's Informatics Corporation of America (ICA) Health Information Exchange (HIE) to Health Care Finance & Administration (HFCA). This feed will initially be used for Medicaid eligible patients only, however, the feed shall be designed to easily allow HL7 messages to be feed for future patients who are enrolled with other Payers and Commercial Health Plans when requested or required by HCFA.

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

Amendment Effective Date. The revisions set forth herein shall be effective February 15, 2016. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MIDSOUTH EHEALTH ALLIANCE:

2/2/16

GRANTEE SIGNATURE

DATE

Cameron Brackett, Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCES AND ADMINISTRATION
OFFICE OF eHEALTH INITIATIVES:**

2/3/2016

LARRY B. MARTIN, COMMISSIONER

DATE



GRANT AMENDMENT

| | | | |
|---|---------------------------|----------------------------|--------------------------|
| Agency Tracking # 31865-00515 | Edison ID 43903 | Contract # 43903 | Amendment # 01 |
|---|---------------------------|----------------------------|--------------------------|

| | |
|--|---------------------------------------|
| Contractor Legal Entity Name MidSouth eHealth Alliance | Edison Vendor ID 0000010380 |
|--|---------------------------------------|

Amendment Purpose & Effect(s)
This amendment deletes and adds to the scope of work and adds state match and federal funding.

Amendment Changes Contract End Date: YES NO **End Date:** September 30, 2016

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 1,992,600.00**

| Funding — | | | | | |
|---------------|---------------------|-----------------------|-------------------|-------|-----------------------|
| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
| 2014 | \$300,000.00 | | | | \$300,000.00 |
| 2015 | | \$529,061.00 | | | \$529,061.00 |
| 2016 | | \$1,400,000.00 | | | \$1,700,000.00 |
| 2017 | | \$63,539.00 | | | \$63,539.00 |
| TOTAL: | \$300,000.00 | \$1,992,600.00 | | | \$2,292,600.00 |

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

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



OCR USE

| | |
|---|--|
| Speed Chart (optional) TN00000274 | Account Code (optional) 71304000 |
|---|--|

**AMENDMENT #1
TO GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
AND
MIDSOUTH eHEALTH ALLIANCE**



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

1. The following is added as Grant Contract sections A.5 through A.7:

- A.5. Hospital Interfaces. The Grantee shall implement a successful interface connection between the Grantee's Health Information Exchange (HIE) technology and Delta Medical Center no later than and September 30, 2016.
 - a. These connections shall include, at a minimum, Admission, Discharge, and Transfer (ADT) feeds or Clinical Document Architecture (CDA) documents.
 - b. Upon the completion of an interface connection, the ADT feeds pushed to the Grantee via a hospital interface shall be viewable within the Grantee's Health Information Exchange (HIE) portal or repository. The CDA documents shall be pushed to a receiving Electronic Health Record (EHR), and/or made available for query.
 - c. The Grantee shall provide the State with an HIE Implementation Data Validation Signoff form from Delta Medical Center confirming completion of a successful connection as described in A.5.b.
- A.6. Ambulatory Interfaces. The Grantee shall implement a successful connection between the Grantee's HIE and the EHR of up to eighty (80) ambulatory practices within the Grantee's region between no later than September 30, 2016.
 - a. The practice shall send registration feeds or CDA (patient summary of care record) documents to the Grantee's HIE; or
 - b. The ambulatory practice shall be able to query Grantee's HIE or repository and consume the result of the query.
 - c. The Grantee shall provide the State with an HIE Implementation Data Validation Signoff form from the ambulatory practice confirming the completion of a successful connection as described in A.6.a. or A.6.b.
- A.7. Public Health Interfaces. The Grantee shall implement up to ten (10) interface connections within the Grantee's region for Public Health reporting between organizations. These connections shall be implemented no later than September 30, 2016.
 - a. The ten (10) interface connections cover ten (10) different data feeds between organizations and the Grantee's HIE. A connection between the organization and the Grantee shall be for Immunization Registry (IR) and/or Electronic Lab Reporting (ELR) HL7 v2 messages and/or cancer case reporting based upon TDH resource availability.
 - b. The preference for IR messaging is web services for bi-directional exchange, however, that will be based on the capability of each organization and their vendor.



- c. Upon completion of the Public Health connection, the organization shall be able to send IR and/or ELR HL7 v2 messages to the Tennessee Department of Health (TDH) on an on-going basis via the Grantee's HIE.
 - d. The Grantee shall provide the State with an email from the Tennessee Department of Health (TDH) confirming that the TDH received HL7 v2 production messages from that organization via the Grantee's HIE.
- A.8. Standards for Electronic Health Record Technology. The Grantor State Agency and the Grantee shall comply with all federal requirements related to 42 CFR 495, Standards for the Electronic Health Record Technology Incentive Program, Subpart D, such as, but not limited to 42 CFR 495.324, 495.346, 495.348, 495.354 and 495.360.
 - A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.
- 2. Grant Contract section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective for the period beginning October 15, 2014, and ending on September 30, 2016. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.
 - 3. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Million, Two Hundred Ninety-Two, Thousand, Six Hundred Dollars (\$2,292,600.00) ("Maximum Liability"). The Grant Budget attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
 - 4. Grant Contract Attachment A, Grant Budget, is deleted in its entirety and replaced with Attachment A, Grant Budget, April 1, 2015, attached hereto.

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

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

IN WITNESS WHEREOF,

MIDSOUTH EHEALTH ALLIANCE:

| | |
|--|------------------|
|  <hr/> | 3/24/15 <hr/> |
| GRANTEE SIGNATURE | DATE |
| C. Cameron Brackett, Executive Director <hr/> | |
| PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above) | |

**DEPARTMENT OF FINANCE AND ADMINISTRATION
 DIVISION OF HEALTH CARE FINANCES AND ADMINISTRATION
 OFFICE OF eHEALTH INITIATIVES:**



Larry B. Martin/ed

LARRY B. MARTIN, COMMISSIONER

3/27/2015

DATE



| GRANT BUDGET | | | | |
|--|---|-----------------------|--------------------------|-----------------------|
| MidSouth eHealth Alliance | | | | |
| The grant budget line-item amounts below shall be applicable only to expense incurred during the following | | | | |
| Applicable Period: BEGIN: October 15, 2014 END: September 30, 2016 | | | | |
| POLICY 03 Object Line-Item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| 1, 2 | Salaries, Benefits & Taxes | 0.00 | 0.00 | 0.00 |
| 4, 15 | Professional Fee, Grant & Award ² | \$2,292,600.00 | 0.00 | \$2,292,600.00 |
| 5, 6, 7, 8, 9, 10 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications | 0.00 | 0.00 | 0.00 |
| 11, 12 | Travel, Conferences & Meetings | 0.00 | 0.00 | 0.00 |
| 13 | Interest ² | 0.00 | 0.00 | 0.00 |
| 14 | Insurance | 0.00 | 0.00 | 0.00 |
| 16 | Specific Assistance To Individuals | 0.00 | 0.00 | 0.00 |
| 17 | Depreciation ² | 0.00 | 0.00 | 0.00 |
| 18 | Other Non-Personnel ² | 0.00 | 0.00 | 0.00 |
| 20 | Capital Purchase ² | 0.00 | 0.00 | 0.00 |
| 22 | Indirect Cost | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expense | 0.00 | 0.00 | 0.00 |
| 25 | GRAND TOTAL | \$2,292,600.00 | 0.00 | \$2,292,600.00 |

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

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



GRANT BUDGET LINE-ITEM DETAIL:

| PROFESSIONAL FEE, GRANT & AWARD | AMOUNT |
|---|-----------------------|
| Grantee Submits to the State a fully executed contract between the Grantee and Informatics Corporation of America | 150,000.00 |
| Start User Acceptance Testing (UAT) of Grantee's HIE System | 50,000.00 |
| The Grantee shall confirm that all previously connected hospitals and clinics are live on the upgraded system in the Grantee's environment. | 100,000.00 |
| Consulting and Administrative | 872,000.00 |
| A.5. Implement a successful connection between the Grantee's HIE and Delta Medical Center. | 36,600.00 |
| A.6. Implement a successful connection between the Grantee's HIE and the EHRs of up to eighty (80) ambulatory practices. Payment schedule: \$12,900 per practice. | 1,032,000.00 |
| A.7. Implement up to ten (10) different data feeds between organizations and the Grantee's HIE to TDH for Public Health Reporting. Payment schedule: \$5,200 per connection. | \$52,000.00 |
| TOTAL | \$2,292,600.00 |



Federal Award Identification Worksheet

| | |
|--|---|
| Subrecipient's name (must match registered name in DUNS) | MIDSOUTH EHEALTH ALLIANCE |
| Subrecipient's DUNS number | 61 049 8763 |
| Federal Award Identification Number (FAIN) | 05-1405TNIMPL |
| Federal award date | 10/01/2014 |
| CFDA number and name | 93.778 |
| Grant contract's begin date | October 15, 2014 |
| Grant contract's end date | September 30, 2016 |
| Amount of federal funds obligated by this grant contract | \$1,992,600 |
| Total amount of federal funds obligated to the Subrecipient | \$1,992,600 |
| Total amount of the federal award to the pass-through entity (Grantor State Agency) | \$13,594,000.00 |
| Name of federal awarding agency | CMS |
| Name and contact information for the federal awarding official | Samuel J. Schaffzin at (212) 616-2474 or via email at Samuel.Schaffzin@cms.hhs.gov. |
| Is the federal award for research and development? | No |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate) | N/A |



GRANT CONTRACT

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

| | | | |
|---------------------------------------|----------------------------------|---|---------------------------|
| Begin Date October 15, 2014 | End Date June 15, 2015 | Agency Tracking # 31865-00515 | Edison ID 43903 |
|---------------------------------------|----------------------------------|---|---------------------------|

| | |
|--|---------------------------------------|
| Contractor Legal Entity Name MidSouth eHealth Alliance | Edison Vendor ID 0000010380 |
|--|---------------------------------------|

| | |
|---|---------------|
| Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor | CFDA # |
|---|---------------|

Service Caption (one line only)
Upgrade its Health Information Exchange (HIE) System to allow for ongoing on-boarding of additional physician practices in West Tennessee.

| Funding — | | | | | |
|---------------|---------------------|---------|-------------------|-------|-----------------------|
| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
| 2015 | \$300,000.00 | | | | \$300,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | \$300,000.00 | | | | \$300,000.00 |

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

Ownership/Control

African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

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

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

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

[Handwritten Signature]

| | |
|----------------------------------|---------------------------------|
| Speed Chart TN00000272 | Account Code 71304000 |
|----------------------------------|---------------------------------|



**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
OFFICE OF eHEALTH INITIATIVES
AND
MIDSOUTH eHEALTH ALLIANCE**

This Grant Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration (HCFA), Office of eHealth Initiatives, hereinafter referred to as the "State" or "HCFA" and MidSouth eHealth Alliance, hereinafter referred to as the "Grantee," is for the provision of Health Information Exchange (HIE) System services, as further defined in the "SCOPE OF SERVICES."

The Grantee is a Non-Profit Corporation.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 0000010380

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall upgrade its Health Information Exchange (HIE) System to allow for ongoing support, greater functionality and more efficient on-boarding of additional physician practices in West Tennessee. It is estimated that over 8% of all Shelby county Emergency Department (ED) visits were impacted by the Grantee in 2012. With a population of 940,000 people, the Grantee impacted over 75,000 patients in Shelby County in 2012 through connections to seven (7) area hospitals. By connecting more physician practices through the HIE System upgrade, the current limited HIE System will be expanded to serve more West Tennessee patients and enable the sharing of more patient data among the region's healthcare providers.
- A.3. The Grantee shall upgrade the Informatics Corporation of America (ICA) Care Align system that shall include but is not limited to:
 - a. CareExchange. The current CareAlign single-tenant version shall be upgraded to the CareExchange multi-tenant system that supports Integrating the Health Enterprise (IHE) Profiles and can be used with CareAlign or the physician practice Electronic Medical Record (EMR) System.
 - b. DIRECT Secure Email. The upgrade shall allow DIRECT Secure Email, Health Information Service Provider (HISP) and Certificate Authority (CA) functions with CareAlign or the physician practice EMR System.
 - c. Admin User Interface (Admin UI). This new functionality shall allow for a faster rate of deployment of bug fixes and upgrades.
- A.4. Monthly Progress Report. The Grantee shall provide monthly progress reports to the State to be submitted by the 5th of the month beginning with the second month of the Grant Contract. The progress report will be reviewed during a monthly call between the Grantee and the State. The report shall include a narrative outlining the work the Grantee has accomplished, including the past month(s), current month and future month(s) activities relating to the services and deliverables described above, and any key issues and risks and how these issues and risks are being managed.



B. TERM OF GRANT CONTRACT:

- B.1. This Grant Contract shall be effective on October 15, 2014 ("Effective Date") and extend for a period of eight (8) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to five (5) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Thousand Dollars (\$300,000.00). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

State of Tennessee
Department of Finance and Administration
Division of Health Care Finance and Administration
Office of eHealth Initiatives
Attn: Lovel VanArsdale
310 Great Circle Road
4 East
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).



- (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Division of Health Care Finance and Administration, Office of eHealth Initiatives.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement



under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
 - C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
 - C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
 - C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
 - C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
 - C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
 - a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:



- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering



into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-



for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.

- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.



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

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:



- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Deputy Commissioner
Department of Finance and Administration
Division of Health Care Finance and Administration
Office of eHealth Initiatives
310 Great Circle Road
Nashville, TN 37243
Telephone # (615) 507-6443
FAX # (615) 253-5607

The Grantee:

Cameron Brackett
MidSouth eHealth Alliance
20 S. Dudley Street, Suite 900
Memphis, TN 38103
CBrackett@memphisbioworks.org
Telephone # (901) 866-1400
FAX # (901) 866-1401

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Insurance. The Grantee shall carry adequate liability and other appropriate forms of insurance.
- a. The Grantee shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.



- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Grantee to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Grant Contract.
- E.5 Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.7. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.8. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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



- E.9. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.10. HIPAA Compliance. The State 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").
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State 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 State 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 Contract 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.11. Offer of Gratuities. By signing this Grant Contract, the Grantee signifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the federal General Accounting Office, federal Department of Health and Human Services, the Center for Medicare and Medicaid Services, or any other state or federal agency



has or will benefit financially or materially from this Grant Contract. This Grant Contract may be terminated by HCFA as provided in Section D.4, if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Grantee, its agent, or employees.

IN WITNESS WHEREOF,

MIDSOUTH eHEALTH ALLIANCE:

10/2/14

GRANTEE SIGNATURE

DATE

Cameron Brackett

Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
OFFICE OF eHEALTH INITIATIVES:

10/9/2014

LARRY B. MARTIN, COMMISSIONER

DATE



ATTACHMENT A (page 1)

| GRANT BUDGET | | | | |
|--|---|---------------------|--------------------------|---------------------|
| MidSouth eHealth Alliance | | | | |
| The grant budget line-item amounts below shall be applicable only to expense incurred during the following | | | | |
| Applicable Period: BEGIN: OCTOBER 15, 2014 END: JUNE 15, 2015 | | | | |
| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| 1. 2 | Salaries, Benefits & Taxes | 0.00 | 0.00 | 0.00 |
| 4, 15 | Professional Fee, Grant & Award ² | \$300,000.00 | 0.00 | \$300,000.00 |
| 5, 6, 7, 8, 9, 10 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications | 0.00 | 0.00 | 0.00 |
| 11, 12 | Travel, Conferences & Meetings | 0.00 | 0.00 | 0.00 |
| 13 | Interest ² | 0.00 | 0.00 | 0.00 |
| 14 | Insurance | 0.00 | 0.00 | 0.00 |
| 16 | Specific Assistance To Individuals | 0.00 | 0.00 | 0.00 |
| 17 | Depreciation ² | 0.00 | 0.00 | 0.00 |
| 18 | Other Non-Personnel ² | 0.00 | 0.00 | 0.00 |
| 20 | Capital Purchase ² | 0.00 | 0.00 | 0.00 |
| 22 | Indirect Cost | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expense | 0.00 | 0.00 | 0.00 |
| 25 | GRAND TOTAL | \$300,000.00 | 0.00 | \$300,000.00 |

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

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



ATTACHMENT A (page 2)

GRANT BUDGET LINE-ITEM DETAIL:

| PROFESSIONAL FEE, GRANT & AWARD | AMOUNT |
|---|---------------------|
| Grantee Submits to the State a fully executed contract between the Grantee and Informatics Corporation of America | \$150,000.00 |
| Start User Acceptance Testing (UAT) of Grantee's HIE System | \$50,000.00 |
| The Grantee shall confirm that all previously connected hospitals and clinics are live on the upgraded system in the Grantee's environment. | \$100,000.00 |
| TOTAL | \$300,000.00 |