



CONTRACT

(no cost contract, involving no monetary obligation between the parties, with an individual, business, non-profit, or government entity of another state or country)

Begin Date June 1, 2016	End Date May 31, 2021	Agency Tracking # 31865-00931	Edison ID 49906
Contractor Legal Entity Name Belmont University College of Pharmacy			Edison Vendor ID (optional) 0000091790
Service Caption Pharmacy Practice Experience for Pharmacy Students			
Ownership/Control <input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input type="checkbox"/> NOT Minority/Disadvantaged <input checked="" type="checkbox"/> Other: Non-Profit Corporation (University)			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.		
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.		
<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 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 checked="" 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."		
OCR USE - NC			



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
AND
BELMONT UNIVERSITY COLLEGE OF PHARMACY**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration (HCFA), hereinafter referred to as the "State" or "HCFA" and Belmont University College of Pharmacy, hereinafter referred to as the "Contractor," or "the School" is for the participation by pharmacy students in Pharmacy practice Experience – Managed Care Pharmacy (MCP) Rotation, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Non-Profit Corporation.
Contractor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. HCFA agrees to participate in the MCP Rotation, a collaborative effort between HCFA and the School, intended to provide managed care pharmacy experience for certain Students at HCFA's facility located at 310 Great Circle Road, Nashville, TN 37243. The goal of the MCP Rotation is to provide an overview of the role of a managed care pharmacist with an emphasis on producing quality, cost-effective and patient-focused pharmacy benefits.
- A.3. The MCP Rotation opportunity shall place one (1) Student at a time pursuant to a schedule to be mutually agreed upon by HCFA and the School.
- A.4. The Contractor and Students will work with HCFA to ensure that documentation necessary for the Student to participate in the MCP Rotation is in place prior to each Student beginning his/her rotation at HCFA.
- A.5. Student Status:
 - a. HCFA and the School agree that the Students are not State employees, nor are they volunteers, as those terms are defined in TCA §§ 8-42-101(3)(A) through 8-42-101(3)(E). Students are also not agents nor are they to be considered in any way to be members of the workforce of either HCFA or the School
 - b. Volunteers are not covered by this Contract. If the job functions of a Student rise to meet the definition of "volunteer" as defined in TCA §§ 8-42-101(3)(A) through 8-42-101(3)(E), this Contract shall not cover that Student.
 - c. No legal relationship, including employment or agency relationship, shall exist between the Students and HCFA. The purpose of this Contract is to provide a work-based educational opportunity. Students shall not make any clinical decisions or judgments affecting HCFA's enrollees. In the event of an unauthorized clinical decision being made by a Student, HCFA explicitly denies liability for any damages that result.
- A.6. Criminal Background Checks.



- a. It is HCFA's policy to accept the criminal background check policy currently in use by the School. If the School clears a Student after doing a background or reference check for participation in a clinical placement experience, clinical practicum, or other similar program, HCFA will accept that clearance from the School for purposes of participation in the MCP Rotation.
- b. The School's Student background check must be completed within ninety (90) days prior to enrollment in the MCP Rotation. This initial student background check will meet all future MCP Rotation requirements during the Student's enrollment in the MCP Rotation if the results are archived by the Contractor or the background agency. Background information should be archived for up to seven (7) years by either the Contractor or the background agency/vendor. The Student will assume the costs of the background check.
- c. The School's role with regard to criminal background checks shall be administrative rather than decision-making. The School agrees to inform its students of the need for such checks as well as the eligibility standards upon which they may be excluded from MCP Rotation participation. The School should agree to inform Students excluded from MCP Rotation placement of any review or appeal process pursuant to their rights under the Fair Credit Reporting Act.
- d. The background check will include the following components:
 - (1) Multi-county physical courthouse criminal records search of all places of residence in the past seven (7) years. Records will be verified against all known names and addresses as revealed on the social security report;
 - (2) Violent Sexual Offender and Predator Registry Search;
 - (3) Tennessee abuse registry maintained by the Department of Health pursuant to TCA § 68-11-1004 [Search];
 - (4) HHS/OIG List of Excluded Individuals [Search];
 - (5) GSA List of Parties Excluded from Federal Programs [Search];
 - (6) U.S. Treasury, Office of Foreign Assets Control (OFAC) [Search];
 - (7) List of Specially Designated Nationals (SDN) [Search], and
 - (8) Health care licensure verification if current or previous licensee.
- e. Any Student with the following findings will be excluded from the HCFA MCP Rotation program:
 - (1) Persons with a history of any felony conviction within the last seven (7) years;
 - (2) Persons with a history of [any] class A misdemeanor conviction within the last five (5) years;
 - (3) Persons with a history of [any] class B misdemeanor conviction within the last two (2) years;
 - (4) Persons on the registry maintained by the Department of Health pursuant to TCA § 68- 11-1004;
 - (5) Persons listed on the following registries:



- A.13 HCFA shall provide a mandatory orientation to its facility for each Student (and School's faculty and staff members, if applicable) before starting the MCP Rotation, and HCFA shall provide the School with the Notice of Privacy Practices that it produces pursuant to Title 45 CFR §164.520, as well as any changes to such notice.
- A.14. HCFA agrees to remain in compliance with all applicable Centers for Medicare and Medicaid Services (CMS) requirements and certify such compliance to the School or other entity as requested by the School.
- A.15. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including HCFA or its employees and the School or its employees, shall be determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against HCFA or its employees, or against the School or its employees shall be expressly limited to claims paid by the Claims Commission pursuant to TCA §§ 9-8-301, et seq.

The School shall be responsible for compliance with the Patient Protection and Affordable Care Act (PPACA) regarding any responsibility for health insurance coverage for any Student and/or staff person.

B. TERM OF CONTRACT:

This Contract shall be effective on June 1, 2016 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

There shall be no cost to the State for the performance of services under this contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no 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 Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the



Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services



for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract 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.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being 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 Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.



- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D. 20. HIPAA Compliance. The State and Contractor 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. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor 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 Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor 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. SPECIAL TERMS AND CONDITIONS:

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

The State:



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

The Contractor:

Angela Clauson, PharmD
Director of Experiential Education
Belmont University College of Pharmacy
McWhorter Hall, 218
1900 Belmont Blvd.
Nashville, TN 37212
Telephone # (615) 460-8124
FAX # (615) 460-6741

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

- E.3. Tennessee Department of Revenue Registration. The Contractor 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.4. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State



or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Contractor shall only use Confidential information for activities pursuant to and related to the performance of the Contract. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.6. Social Security Administration (SSA) Required Provisions for Data Security. The Contractor shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5U.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 Contractor shall have in place administrative, physical, and technical safeguards for data.

- a. The Contractor shall not duplicate in a separate file or disseminate, without prior written permission from HCFA, the data governed by the Contract for any purpose other than that set forth in this Contract for the administration of the HCFA program. Should the Contractor propose a redisclosure of said data, the Contractor must specify in writing to HCFA the data the Contractor proposes to redisclose, to whom, and the reasons that justify the redisclosure. HCFA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the HCFA program.
- b. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.
- c. The Contractor shall provide a current list of the employees of such contractor with access to SSA data and provide such lists to HCFA.
- d. The Contractor shall restrict access to the data obtained from HCFA to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The Contractor shall not further duplicate, disseminate, or disclose such data without obtaining HCFA's prior written approval.
- e. The Contractor shall ensure that its employees:
 - (1) properly safeguard PHI/PII furnished by HCFA under this Contract 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 Contractor 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.



Contractor employees who access, use, or disclose HCFA or HCFA SSA-supplied data in a manner or purpose not authorized by this Contract 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 Contractor becomes aware of suspected or actual loss of PHI/PII, he or she must immediately contact HCFA immediately upon becoming aware to report the actual or suspected loss. The Contractor 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 Contractor must provide HCFA with timely updates as any additional information about the loss of PHI/PII becomes available.

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

- g. HCFA may immediately and unilaterally suspend the data flow under this Contract, or terminate this Contract, if HCFA, in its sole discretion, determines that the Contractor has: (1) made an unauthorized use or disclosure of HCFA SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Contract.
- h. 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 SSA stipulates that the Contractor must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system.

i. Definitions

- (1) "SSA-supplied data" – information, such as an individual's social security number, supplied by the Social Security Administration to HCFA to determine entitlement or eligibility for federally-funded programs (CMPPA between SSA and F&A; IEA between SSA and HCFA).
- (2) "Protected Health Information/Personally Identifiable Information" (PHI/PII)(45 C.F.R. 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.7. Offer of Gratuities. By signing this contract, the Contractor 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 Contract. This 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 Contractor, its agent, or employees.

IN WITNESS WHEREOF,

BELMONT UNIVERSITY COLLEGE OF PHARMACY:

Philip E. Johnston

May 13, 2016

CONTRACTOR SIGNATURE

DATE

Philip E. Johnston, Dean, College of Pharmacy

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION:**

Larry B. Martin / CD

5/17/16

Larry B. Martin, Commissioner

DATE



ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	49906
CONTRACTOR LEGAL ENTITY NAME:	Belmont University
EDISON VENDOR IDENTIFICATION NUMBER:	91790

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Philip E. Johnson

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PHILIP E. JOHNSON, DEAN, COLLEGE OF PHARMACY

PRINTED NAME AND TITLE OF SIGNATORY

MAY 13, 2016

DATE OF ATTESTATION



SPECIFIC EXPERIENCE TO BE PROVIDED TO STUDENT

1. **The SCHOOL Shall:**
 - a. Provide supporting documentation which shall serve as evidence of performance under this Contract.
 - b. Contact the designated primary contact person regarding contracts, placement of Students, conferences, and problems related to use of HCFA's facility.
 - c. Utilize HCFA's facilities with specific dates and units to be reviewed annually.
 - d. Ensure that Students placed at HCFA's facility have completed the first year of educational studies.
 - e. A ratio of no more than one (1) Student to three (3) HCFA preceptors shall be used.
 - f. Advise Students that they are personally responsible for their own non-emergency medical care.
 - g. Limit the number of Students assigned to the HCFA MCP Rotation to a maximum of _____() students during the term of the Contract, with a maximum of _____() students in any calendar year.
 - h. Notify the designated HCFA preceptor(s) a minimum of four (4) weeks before arrival of each Student for managed care pharmacy experience to schedule time for review of policies, changes, and instructor and student orientation.
 - i. Furnish a list of Students and their assigned unit to the designated HCFA preceptor(s). Furnish continuous instruction and supervision for Students while at HCFA's facility.
 - j. Utilize HCFA's audio-visual release form for any taping of Interaction with the Student.
 - k. Coordinate one-on-one Student interaction schedules with HCFA's primary contact person to minimize conflict with other HCFA activities. Students are not to be taken out of planned activities for these interactions.
 - l. Work with the HCFA preceptor(s) In developing and Implementing the MCP Rotation plan for the assigned Student.
 - m. Contact the Pharmacy Director to schedule Students to attend staff conferences. Students who attend are expected to remain until the conference is completed.
 - n. At the beginning of each MCP Rotation, schedule conferences with the Pharmacy Director and the Student for the purpose of conducting HCFA's facility orientation, and with the Pharmacy Director for scheduling unit assignment and conference areas.



**ATTACHMENT B
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- o. At the end of each MCP Rotation, schedule conferences with the Pharmacy Director and the Student to discuss the evaluation of the managed care pharmacy experience and to complete an evaluation form. Each Student shall complete a written evaluation of the managed care pharmacy experience using HCFA's evaluation form.
 - p. Assure that Students utilize only the designated HCFA parking area.
- 2. HCFA shall:**
- a. Provide an orientation to HCFA's facility to School faculty members, staff members, and Students participating in the MCP Rotation.
 - b. Provide space for managed care pharmacy conferences.
 - c. Provide facilities for a maximum of one (1) Student per assigned MCP Rotation unit with specific dates and units to be reviewed annually.
 - d. Provide managed care pharmacy Preceptor and other staff resource persons as needed.
 - e. Maintain sufficient qualified personnel on the HCFA Pharmacy unit to comply with the School's educational requirements.
 - f. Ensure that time is provided for the Pharmacy Preceptor to attend the conferences referred to above in 1.n. and 1.a.
 - g. Maintain the confidentiality of Student records in accord with the Family Educational Rights and Privacy Act.
- 3. STUDENT shall:**
- a. Be responsible for adhering to the syllabus requirements of the HCFA MCP Rotation.
 - b. Not report to the HCFA MCP Rotation unless Student meets all of the requirements and qualifications outlined in this Agreement. If at any time, it is determined that Student does not meet all of the requirements and qualifications outlined in this Agreement, the Student must leave the rotation.
 - c. Not leave his/her assigned area on HCFA's premises without approval of the Pharmacy Preceptor. If STUDENT does so, Student will be dismissed from the MCP Rotation program.
 - d. Have permission to review records of current enrollees only as the Pharmacy Preceptor deems appropriate.



**CONFIDENTIALITY STATEMENT FOR USE WITH THE
HCFA MCP Rotation Contract**

I, _____ acknowledge and agree that as a condition of
(Printed Name of Student Participant)

participating in the _____
(Printed Name of Student Placement Experience)

_____ requires that I sign this confidentiality
(Printed Name of _____)

statement agreeing that I will not use or disclose Protected Health Information (PHI)*
outside of the Institute, nor remove PHI, medical, or service recipient records from

Institute's facility;

Signed:

Dated:

(Signature of Student Participant)

(mm/dd/yyyy)

(Printed Name of University or College)

(Street Address of Participant)

(Town, State, ZIP of Participant)

*Protected Health information [PHI] under HIPAA includes information in a service recipient's medical records, conversations a healthcare provider has about a service recipient's health care, information about a service recipient in the Institute's computer system, billing information about the service recipient in the Institute, and most other medical information about a service recipient [e.g., name, social security number, and other identifiers].