



**STATE OF TENNESSEE  
DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS  
FOR  
Mail-Order Pharmacy Program**

**RFP # 34349-79221**

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## 1. INTRODUCTION

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The State of Tennessee, Department of Health, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

### 1.1. Statement of Procurement Purpose

The State of Tennessee is seeking a Mail-Order Pharmacy Management contractor to assume management of the Tennessee Ryan White Part B HIV Drug Assistance Program (HDAP). This program provides Food and Drug Administration (FDA) approved Antiretroviral medications, medications to treat Opportunistic Infections, and other relevant program medications, directly to Ryan White Part B eligible clients (also referred to as clients) that utilize HDAP. The eligible HDAP clients will either receive their medicine via a Mail-Order Pharmacy system (preferred), or at a secure pharmacy location that is licensed to dispense medication. All medications dispensed by this program shall be listed on the State Ryan White Part B formulary (see Attachment 2) and will be ordered via the State’s authorized wholesale vendor.

### 1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

### 1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### 1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP # 34349-79221**

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Tara Roark, Sourcing Account Specialist  
 Division of General Services  
 Central Procurement Office  
 Tennessee Tower, 3rd Floor  
 312 Rosa L. Parks Ave, Nashville, TN 37243  
 615-532-1837  
[Tara.Roark@tn.gov](mailto:Tara.Roark@tn.gov)

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley, Compliance Team Lead  
 Division of General Services  
 Central Procurement Office  
 WRS Tennessee Tower, 3<sup>rd</sup> Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243-1102  
 (615) 741-3836  
[Helen.Crowley@tn.gov](mailto:Helen.Crowley@tn.gov)

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. It is encouraged for suppliers to submit bids digitally.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities1.html>

- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Pre-Response Conference: 34349-79221 Mail-Order Pharmacy RFP

<https://tngov.webex.com/tngov/j.php?MTID=md9464e57c411060a92b8c97b03f8f77e>

Monday, Apr 26, 2021 10:00 am | 1 hour | (UTC-05:00) Central Time (US & Canada)

Meeting number: 185 678 8990

Password: PHARM

Join by video system

Dial 1856788990@tngov.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0003 US TOLL

Access code: 185 678 8990

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

**A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.**

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

## 2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		April 20, 2021
2. Disability Accommodation Request Deadline	2:00 p.m.	April 23, 2021
3. Pre-response Conference	10:00 a.m.	April 26, 2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	April 27, 2021
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 5, 2021
6. State Response to Written "Questions & Comments"		May 14, 2021
7. Response Deadline	2:00 p.m.	May 21, 2021
8. State Completion of Technical Response Evaluations		June 4, 2021
9. State Opening & Scoring of Cost Proposals	9:00 a.m.	June 7, 2021
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	June 15, 2021
11. End of Open File Period		June 22, 2021
12. State sends contract to Contractor for signature		June 23, 2021
13. Contractor Signature Deadline	2:00 p.m.	June 30, 2021

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

### 3. RESPONSE REQUIREMENTS

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#### 3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.**

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
  - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.**

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State on a separate e-mail or CD or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., *et. seq*)

### 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.

#### 3.2.2.1. Digital Media Submission

##### 3.2.2.1.1. Technical Response:

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

**"RFP # 34349-79221 TECHNICAL RESPONSE ORIGINAL"**

and four (4) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, USB flash drive labeled:

**"RFP # 34349-79221 TECHNICAL RESPONSE COPY"**

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.171

##### 3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

**"RFP # 34349-79221 COST PROPOSAL "**

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

#### 3.2.2.2. Email Submission

##### 3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

**"RFP #34349-79221 TECHNICAL RESPONSE"**



The customer references should be delivered by each reference in accordance with RFP Attachment 6.2., Section B.17.

#### 3.2.2.2.2. Cost Proposal

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

**“RFP #34349-79221 COST PROPOSAL”**

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

- 3.2.3 For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages.

For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

- 3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 34349-79221 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 34349-79221 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFP # 34349-79221 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Tara Roark, Sourcing Account Specialist  
 Division of General Services  
 Central Procurement Office  
 Tennessee Tower, 3rd Floor  
 312 Rosa L. Parks Ave, Nashville, TN 37243  
 615-532-1837  
[Tara.Roark@tn.gov](mailto:Tara.Roark@tn.gov)

### 3.3. **Response & Respondent Prohibitions**

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

#### 3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be

allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

### 3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

### 3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

**NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.**

### 3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

## 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

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### 4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

### 4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

### 4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

### 4.4. Legislative Preference

4.4.1. Based on limitations contained in the CARE Act Amendments, grantees and other contracting agents must observe the following conditions in developing and implementing Requests for Proposals (RFPs) and other local procurement procedures.

4.4.1.1. "Only available provider" means that there are no nonprofit organizations able and willing to provide quality HIV service and that the grantee or other contracting agent is able to document this fact.

4.4.1.2. "Quality HIV care" must be defined in a reasonable manner. Quality care may not be defined exclusively as a numerical score in an RFP process (i.e., all funds go to the highest scored proposal regardless of corporate status). An entity should only be deemed incapable of providing quality HIV care if written documentation of substantive quality of care deficiencies exists.

4.4.1.3. Cost of service may not be the sole determinant in vendor selection processes whether internal or external (i.e., all funds go to the lowest bidder regardless of corporate status).

4.4.1.4. Grantees must prohibit nonprofit contractors from serving as conduits who pass on their awards to for-profit corporations and may find it necessary to monitor membership of corporate boards in enforcing this prohibition. Federal Grants Management Policy is clear that the eligibility requirements that apply to first-level entities cannot be evaded by passing awards through to second- or subsequent-level entities that could not have received awards in the original competition.

4.4.1.5. Proof of nonprofit status (local and/or State registration and approved articles of incorporation) should be required of all applicants claiming such status. Grantees are also

strongly advised to require copies of letters of determination from the Internal Revenue Service.

- 4.4.1.6. Any nonprofit provider able to provide quality HIV care is given legislative preference over for-profit entities seeking to serve the same area.

#### **4.5 Assignment & Subcontracting**

- 4.5.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.5.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).
- 4.5.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.5.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.5.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

#### **4.6. Right to Refuse Personnel or Subcontractors**

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

#### **4.7. Insurance**

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

#### **4.8. Professional Licensure and Department of Revenue Registration**

- 4.8.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.8.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.8.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such

registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:  
<https://tntap.tn.gov/eservices/#1>

#### 4.9. Disclosure of Response Contents

- 4.9.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.9.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.9.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

#### 4.10. Contract Approval and Contract Payments

- 4.10.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.10.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.10.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
  - 4.10.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
  - 4.10.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
  - 4.10.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

**4.11. Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

**4.12. Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

**4.13. Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

**4.14. Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

## 5. EVALUATION & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>30</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>40</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>30</b>

### 5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A—Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP and



will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).
- 5.2.4. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
  - 5.2.4.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
  - 5.2.4.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
  - 5.2.4.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
  - 5.2.4.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

### 5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury. The Procuring Agency must award to a Non-Profit Organization unless none have been identified as able and willing during the RFP process (please reference section 4.4. of the RFP document).
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

**NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.**

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

**RFP ATTACHMENT 6.1.****RFP # 34349-79221 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

**The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. 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 Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

**By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT**

**SIGNATURE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**RESPONDENT LEGAL ENTITY  
NAME:**

\_\_\_\_\_

## RFP ATTACHMENT 6.2. — Section A

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION A: MANDATORY REQUIREMENTS.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	<b>A.4.</b>	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standards business letter, signed and dated within the past three (3) months.	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.5</b>	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit Bureau report number without the full report is insufficient and will not be considered responsive.)	
	<b>A.6.</b>	Provide an active license from the Tennessee Board of Pharmacy to dispense medications fulfilling all requirements of a licensed pharmacy; and remaining in good standing with regards to all federal and state laws for the regulation of the practice of pharmacy.	
	<b>A.7.</b>	Please identify your form of business (i.e. profit or non-profit). If the Respondent's form of business is a non-profit corporation, please provide certification of your non-profit status.	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

## RFP ATTACHMENT 6.2. — SECTION B (continued)

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	<b>B.2.</b>	Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	<b>B.3.</b>	Detail the number of years the Respondent has been in business.
	<b>B.4.</b>	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	<b>B.5.</b>	Describe the Respondent's number of employees, client base, and location of offices.
	<b>B.6.</b>	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	<b>B.7.</b>	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>B.8.</b>	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	<b>B.9.</b>	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	<b>B.10.</b>	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u></li> <li>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</li> </ul>
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> <li>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</li> <li>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> </li> <li>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> <li>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</li> </ul> </li> </ul>

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	<b>B.17.</b>	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and ensuring they are e-mailed to the solicitation coordinator or including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires following one of the two the processes below:</p> <p>Written:</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> <li>(i) complete the reference questionnaire;</li> <li>(ii) sign and date the completed reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</li> <li>(iv) sign his or her name in ink across the sealed portion of the envelope; and</li> </ol>



## RFP ATTACHMENT 6.2. — SECTION B (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>E-mail:</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) E-mail the reference with a copy of the standard reference questionnaire.</p> <p>(c) Instruct the reference to:</p> <p>(i) complete the reference questionnaire;</p> <p>(ii) sign and date the completed reference questionnaire;</p> <p>(iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent Name]" Reference for RFP REFERENCE.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.18.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party 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;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 30)</p>

**RFP ATTACHMENT 6.2. — SECTION B (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
<i>State Use – Evaluator Identification:</i>		

## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

**0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent**

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		<b>25</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		<b>25</b>	
	<b>C.3.</b>	Provide a narrative describing the current electronic capabilities of the Respondent to handle dispensing, inventory/stock-management, forecasting/quantification, ordering, and reporting/program evaluation. Please ensure the narrative includes specifics of how the Respondent's electronic systems will meet State and Federal data security requirements (see sections E.7 and E.8 of the ProForma document) .		<b>10</b>	
	<b>C.4.</b>	Provide a narrative describing the Respondent's pharmacy/storage facility for holding medications in inventory.		<b>10</b>	
	<b>C.5.</b>	Provide an explanation of how stock-outs and expirations of medications have occurred within the Respondents system and how these were discovered, handled, and resolved including timelines of actions taken.		<b>15</b>	
	<b>C.6.</b>	Provide a narrative describing how the Respondent will complete all reporting and data requests described in section A.7. of the ProForma document.		<b>15</b>	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			<b>Total Raw Weighted Score:</b>		
			<i>(sum of Raw Weighted Scores above)</i>		
<b>Total Raw Weighted Score</b>			<b>X 40</b>	<b>= SCORE:</b>	
<b>Maximum Possible Raw Weighted Score</b>			<i>(maximum possible score)</i>		
<i>(i.e., 5 x the sum of item weights above)</i>					
State Use – Evaluator Identification:					

## RFP ATTACHMENT 6.2. — SECTION C (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

## RFP ATTACHMENT 6.3.

**COST PROPOSAL & SCORING GUIDE**

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**NOTICE:** The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Benefits Management Contract Year One	<b>\$</b> <b>Fee per medication dispensed and delivered to the client per month</b>  <i>Fee should cover all costs associated with the scope of activities described in the proforma; storage, delivery, staffing, information technology systems, supplies, reporting, and compliance per each medication.</i>	33,600	

**RFP ATTACHMENT 6.3. (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost (cost x factor)</b>
Benefits Management Contract Year Two	<p><b>\$</b></p> <p><b>Fee per medication dispensed and delivered to the client per month</b></p> <p><i>Fee should cover all costs associated with the scope of activities described in the proforma; storage, delivery, staffing, information technology systems, supplies, reporting, and compliance per each medication.</i></p>	33,600	
Benefits Management Contract Year Three	<p><b>\$</b></p> <p><b>Fee per medication dispensed and delivered to the client per month</b></p> <p><i>Fee should cover all costs associated with the scope of activities described in the proforma; storage, delivery, staffing, information technology systems, supplies, reporting, and compliance per each medication.</i></p>	33,600	
Benefits Management Contract Year Four	<p><b>\$</b></p> <p><b>Fee per medication dispensed and delivered to the client per month</b></p> <p><i>Fee should cover all costs associated with the scope of activities described in the proforma; storage, delivery, staffing, information technology systems, supplies, reporting, and compliance per each medication.</i></p>	33,600	
Benefits Management Contract Year Five	<p><b>\$</b></p> <p><b>Fee per medication dispensed and delivered to the client per month</b></p> <p><i>Fee should cover all costs associated with the scope of activities described in the proforma; storage, delivery, staffing, information technology systems, supplies, reporting, and compliance per each medication.</i></p>	33,600	
<p align="center"><b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above):</p> <p>The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			

**RFP ATTACHMENT 6.3. (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost (cost x factor)</b>
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30$		<b>SCORE:</b>	<b>=</b>
		(maximum section score)	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

**REFERENCE QUESTIONNAIRE**

**The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.**

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.).



## RFP # 34349-79221 REFERENCE QUESTIONNAIRE

**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire; and follow either process outlined below:

Physical

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail

- email the completed Questionnaire to Tara Roark at Tara.Roark@tn.gov

**(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

**(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

**(3) What goods or services does/did the reference subject provide to your company or organization?**

**(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

*Please respond by circling the appropriate number on the scale below.*

**1            2            3            4            5**

least satisfied ————|—————|—————|—————|—————|————— most satisfied

**RFP # 34349-79221 REFERENCE QUESTIONNAIRE — PAGE 2**

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If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

*Please respond by circling the appropriate number on the scale below.*

**1            2            3            4            5**

least satisfied ————|—————|—————|—————|—————|————— most satisfied

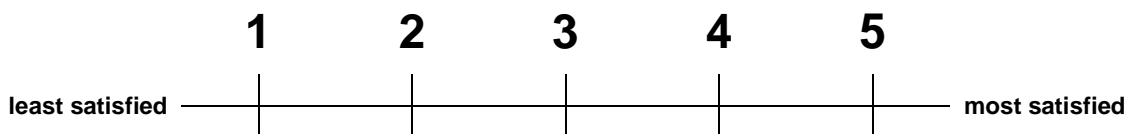
What, if any, comments do you have regarding the score selected above?

**RFP # 34349-79221 REFERENCE QUESTIONNAIRE — PAGE 3**

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- (11) **Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

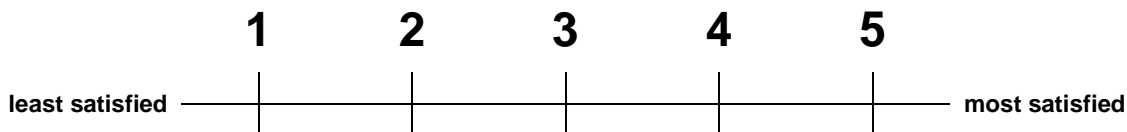
*Please respond by circling the appropriate number on the scale below.*



**What, if any, comments do you have regarding the score selected above?**

- (12) **Would you contract again with the reference subject for the same or similar goods or services?**

*Please respond by circling the appropriate number on the scale below.*



**What, if any, comments do you have regarding the score selected above?**

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

\_\_\_\_\_ (must be the same as the signature across the envelope seal)

**DATE:**

\_\_\_\_\_

**RFP ATTACHMENT 6.5.**

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 30)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 10)						
<i>Solicitation Coordinator Signature, Printed Name &amp; Date:</i>						

**RFP # 34349-79221 PRO FORMA CONTRACT**

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
GRANTEE NAME**

This Grant Contract, by and between the State of Tennessee, **Department of Health**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of Mail Order Pharmacy Services, as further defined in the "SCOPE OF SERVICES."

The Grantee is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company**.

Grantee Place of Incorporation or Organization: **Location**

Grantee Edison Vendor ID # **Number**

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. "Acquired Immunodeficiency syndrome" (AIDS) means a disease of the immune system due to infection with HIV. HIV destroys the cluster destination 4 glycoprotein on the surface of T lymphocytes (CD4 cells) of the immune system, leaving the body vulnerable to life-threatening infections and cancers. AIDS is the most advanced stage of HIV infection.
  - b. "AIDS Drug Assistance Program" (ADAP) means the joint Ryan White Part B program utilized for providing life-saving HIV medicine and drugs to clients, via the HIV Drug Assistance Program (HDAP) and the Insurance Assistance Program (IAP).
  - c. "American Institute of Certified Public Accountants" (AICPA) refers to a national professional organization that sets standards for certain audits completed by Certified Public Accountants (CPA).
  - d. "Antiretroviral Medicines" are drugs used for treating HIV. When taken regularly, Antiretrovirals can lead to viral suppression. Antiretrovirals are generally taken as a combination of different HIV drug classes, which is called Antiretroviral Therapy or ART.
  - e. "Application" means the computer code that supports and accomplishes the State's requirements as set forth in this contract.
  - f. "Centers for Disease Control and Prevention" (CDC) means the United States Federal agency within the Department of Health and Human Services that is the leading agency for national public health issues.
  - g. "Client" means an individual who is actively enrolled in the Tennessee Ryan White Part B Program. A client will have been verified by a Case Manager and/or the Ryan White Part B staff, and meets the Tennessee Ryan White Part B program's eligibility criteria: 1) A Tennessee resident; 2) Who is HIV positive; and 3) With an income at-, or below four-hundred percent (400%) of the Federal poverty guidelines.
  - h. "Cold-Chain" refers to a supply chain system that ensures appropriate temperatures for

medical products that are liable to damage or deterioration if transported and stored at higher temperatures. A Cold-Chain supply chain system should ensure the use of appropriate technology, including the use of refrigeration and other techniques to ensure appropriate temperatures are maintained, before the medical product is provided to its intended recipient.

- i. "Corrective Action Plan" (CAP) means a necessary action that the awardee must complete in order to improve and/or eliminate a deficiency in the implementation of the program.
- j. "Clean Prescriptions" means those prescriptions which require no additional information from the provider, and the demographic information listed on the prescription matches data on the ADAP eligibility file provided by the State Program.
- k. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation.
- l. "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer.
- m. "Disaster Recovery Test" means the process of verifying the success of the restoration procedures that are executed after a critical information technology failure or disruption occurs.
- n. "Electronic Dispensing Record" means an electronic record of dispensed medicines and drugs from a storeroom and/or pharmacy to the next level down in the HDAP supply chain (i.e. the dispensing pharmacy or being mailed to clients).
- o. "Electronic Inventory Record" means an electronic record of medicines and drugs held in stock in a storeroom and/or dispensing pharmacy.
- p. "Electronic Logistics Management Information System" (eLMIS), refers to a type of electronic system that is used for tracking medications and drugs including logistics, inventory management, and dispensing data.
- q. "Electronic Warehouse Management Inventory System" means an electronic record of medicines and drugs held in stock, specific to a warehouse/storeroom; the system should note where the drug is being held within the warehouse, and the drug's movements within the warehouse.
- r. "Federal Information Processing Standard" (FIPS) are standards announced by the Federal government to standardize data encoding and encryption.
- s. "Federal Risk and Authorization Management Program" (FedRAMP) refers to Federal standards for security and monitoring of cloud computing, products and services.
- t. "Food and Drug Administration" (FDA) is a United States Federal agency, under the Department of Health and Human Services, that is responsible for the monitoring the safety of the provision and use of pharmaceutical drugs (medications).
- u. "Global Standards One" (GS1) refers to a barcode or other symbol found on a product that is registered and standardized globally with the GS1, not-for-profit organization. The scanning of the GS1 symbol on a product automatically recognizes a specific product in inventory, sales, and other organization systems (including electronic logistics management information systems).

- v. "Health Insurance Portability and Accountability Act of 1996" (HIPAA) refers to the Federal government legislation which guides how healthcare information and data, specifically Personally Identifiable Information should be maintained to protect patients' identity from fraud, theft, and discrimination.
- w. "Health Resources and Services Administration" (HRSA) refers to a Federal government agency under the United States Department of Health and Human Services that aims to provide health care services for people that are uninsured or considered medically vulnerable.
- x. "Health Information Technology for Economic and Clinical Health" (HITECH) refers to legislation enacted under Title XIII of the American Recovery and Reinvestment Act of 2009. Under this legislation the Department of Health and Human Services promoted the expansion of health information technology.
- y. "HIV Drug Assistance Program" (HDAP) refers to the Ryan White Part B program that fulfills prescriptions for qualifying Ryan White Part B clients, and either ships the filled prescriptions directly to the qualifying Ryan White Part B client, or provides a secure pharmacy location for dispensing the prescription to a qualifying Ryan White Part B client.
- z. "Human Immunodeficiency Virus" (HIV) means a retrovirus that infects helper T cells of the immune system, and without treatment, may result in Acquired Immunodeficiency Syndrome (AIDS).
- aa. "Insurance Assistance Program" (IAP) means a Ryan White Part B Program that assists eligible clients with payment of their health insurance premiums, and cost sharing requirements, up to the current annual expenditure cap.
- bb. "International Organization of Standards" (ISO) is an international organization that sets globally recognized industrial, proprietary, and commercial standards.
- cc. "Internet Protocol Security" (IPSec) means a suite of protocols for security network connections, by authenticating and encrypting data packets for secure peer-to-peer communication.
- dd. "Lean Management" means using a systematic approach to identify and reduce unneeded/excessive stock and inventory, particularly medications; whereas the holding of non-lean stock and inventory may lead to risk of expiration, and or excessive stock numbers compared to demand.
- ee. "Medical Case Manager" (MCM) means a case manager employed by either the Tennessee Department of Health, a Metropolitan County Government, or a Ryan White Grantee, who is trained to perform Ryan White eligibility determination, and to work with clients to coordinate their medical care and support services.
- ff. "The National Institute of Standards and Technology" (NIST) refers to the United States Federal government agency that provides standards for information technology protocol.
- gg. "Office of Inspector General" (OIG) means the office within a Federal government department that investigates allegations of fraud, waste and/or abuse, and enforces guidance, procedures, and laws that relate to fraud and abuse. The OIG that is noted in this contract is located within the Department of Health and Human Services, and investigates allegations of fraud, waste and/or abuse related to HHS supported/funded programs such as the Ryan White program.



- hh. “Operating System” means the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- ii. “Opportunistic Infections” means an infection that is more severe and is likely to occur more often for people with weakened immune systems, such as people with HIV than in people with healthy immune systems.
- jj. “The Patient Protection and Affordable Care Act” (PPACA) is a Federal statute enacted in 2010 that developed policies, laws, and guidelines for providing health insurance via a marketplace for uninsured Americans.
- kk. “Penetration Tests” refers to tests and audits in the form of attacks on the Grantee’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data.
- ll. “Personal Identifiable Information” (PII) means any information/data that can be used to identify an individual and may require protection to guard an individual’s privacy and prevent identification.
- mm. “Processing Environment” means the combination of software and hardware on which applications run.
- nn. “Protected Health Information” (PHI) means Federal protections for personal health information held by covered entities which gives patients an array of rights with respect to that information.
- oo. “Quick Response Code” (QRC) refers to a matrix barcode that is applied to a product and provides a standardized means for identifying a product upon being scanned, along with other related information regarding the product (such as locator, batch number, etc.).
- pp. “Recertification” means a semi-annual evaluation of client eligibility conducted by a Ryan White Medical Case Manager as mandated by Congress in the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87).
- qq. “Recovery Point Objective” (RPO) is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident.
- rr. “Recovery Time Objective” (RTO) is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.
- ss. “Reverse Logistics System” means all-operations related to moving goods from a point near the destination in a supply chain, back to an earlier point in the supply chain (such as a storage facility, manufacturer, product control point, etc). With regards to the Ryan White HDAP program, a “reverse logistics system” must be set-up by the Grantee in order to collect surplus, recalled and/or expired drugs, in order to ensure safe disposal.
- tt. “Ryan White Client Number” means a unique number assigned to each Ryan White Program Client by the State. This number is used for all Ryan White Programs.
- uu. “Ryan White Part B Formulary” means the drugs, medicines, and other medical products that the Ryan White Part B program allows to be prescribed and provided to Ryan White Part B clients.
- vv. “Sexually Transmitted Disease” (STD) means infections that are spread by sexual

activity.

- ww. “Stock-Keeping Unit” (SKU) means a distinct array/string of letters and numbers that allows an organization storing/holding medicines and drugs to identify a specific product held in inventory, via its specific attributes (manufacturer, pack-size, color, presentation (capsule, tablet, ointment, oral solution), etc).
- xx. “System and Organization Controls for service organizations” (SOC) type II refers to internationally recognized third party audits related to reviews of critical information system infrastructure and sensitive data.
- yy. “Tennessee Consolidated Retirement System” (TCRS) refers to the system and benefit plans related to retirement compensation for public employees for the State of Tennessee.
- zz. “Transition cost” means any costs incurred by the Grantee prior to July 15, 2021.
- aaa. “The United States Department of Health and Human Services” (HHS) refers to the Federal government department that works to provide, promote, and protect the health of all persons in the United States.
- bbb. “Universal Product Code” (UPC) means a type of identifier code that is printed and placed on product packaging, and upon being scanned provides a standardized means for identifying a product including its location, batch number, expiration date, packaging profile, etc. A product’s barcode is the most common form of a UPC.
- ccc. “Vulnerability Assessment” is an information system test that is designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment.

#### A.3. Service Goals.

- a. To provide Ryan White Part B eligible clients utilizing the HIV Drug Assistance Program (HDAP) for gaining their Food and Drug Administration (FDA) approved Antiretroviral medications, medications to treat Opportunistic Infections, and other relevant program medications. Medications provided by the Grantee for this program, will come from the established State Ryan White Part B Formulary (Attachment 2).
- b. To ensure the safe and timely provision of requested medications for Ryan White clients utilizing HDAP. Preferably, medications shall be delivered in-full to the clients’ preferred delivery address or shall be made available for pick-up by the client at a pharmacy location.
- c. To employ “Lean Management” principles with regards to ordering medications, and the storage/inventory-practices for the medications held in-stock by the Grantee. While lean-management principles shall be followed, the Grantee will guarantee no stock-outs or late deliveries to clients by minimizing procurement, ordering, transport, and storage-issues under the Grantees control. Additionally, the Grantee shall minimize any potential expiries or damage to medication stock while in their possession. The Grantee shall not tolerate any theft or fraud related to the AIDS Drug Assistance Program (ADAP).

#### A.4. Services Recipients.

- a. The recipients of the services described in this document, must be a client enrolled in the Ryan White HIV program for the State of Tennessee. Thereby, the service recipients must be a Tennessee resident, who is HIV positive, with an income at, or below four

hundred percent (400%) of the current Federal Poverty guidelines, and enrolled in the Ryan White Part B ADAP program (Attachment 1). The client must have drug assistance services active in Ryan White Eligibility System (RWES).

- i. The recipient of the service under this grant shall also be a Ryan White client utilizing HDAP to receive their medications. For the Tennessee Ryan White Part B program this covers uninsured clients, and/or clients that have special circumstances for receiving their HIV medications via HDAP that are approved by the Ryan White Part B program, such as a health insurance plan that does not cover a client's specific HIV medications.

#### A.5. Grantee's System Requirements.

- a. The Grantee shall possess the following:
  1. An active license from the Tennessee Board of Pharmacy to dispense medications fulfilling all requirements of a licensed pharmacy, remain in good standing throughout the contracted period, and agree to meet all Federal and State laws and regulations regarding the practice of pharmacy.
  2. An Electronic Logistics Management Information Systems (eLMIS), with end-to-end visibility for drug stock levels at the Stock-Keeping Unit (SKU)-level; from initial point of possession, to delivery at the recipient's address;
    - a. The system should retain a log, noting when any adjustments are made to the Electronic Inventory Record, including the individual performing the adjustment, the date and time an adjustment was made, and the actual adjustment that was made.
  3. An Electronic Warehouse Management Inventory Systems that can account for stock-levels at the SKU-level and is updated in real-time per stock transactions within the pharmacy/warehouse. The system shall incorporate scanning capabilities for at least one of, but preferably all the following: Global Standard One (GS1), Quick Response Code (QRC) code, and/or other Universal Product Code (UPC).
 

System should be able to report stock levels, orders, and movement of stock at the SKU level in real-time, or ensure that stock level reporting is no more delayed than one (1) day;
  4. Forecasting and quantification software that are integrated into both the Electronic Warehouse Management Inventory System and the eLMIS. The forecasting and quantification software shall be able to complete rapid forecasts and quantification modeling for future drug orders and stock-levels, at any point-in-time.
  5. An Electronic Dispensing Record that shall track recipient orders dispensed by the Grantee including: name of recipient; dates of when order was shipped; date and verification that the order was delivered to recipient's address; type of medication sent to recipient (at SKU-level); State issued ADAP number; and other information/data as requested by the Ryan White Part B program;
  6. At least one retail pharmacy location in the state of Tennessee.
  7. A secure pharmaceutical-grade storage space, with Cold-Chain Storage capabilities;

- a. Including temperature monitoring capability for medications in both cold and non-cold storage, with a twenty-four (24) hour alarm to notify the Grantee if the temperatures in storage areas, deviate from the temperature range appropriate for the correct storage of medications held in-stock;
  - b. Ability to store and manage all State ADAP medications as a separate inventory from all other medications held in inventory by the Grantee;
- 8. Other management systems related to ordering, transportation management and visibility, quantification, and business management of the program;
  - 9. Ability to customize data gained from the above-mentioned systems to create reports for contract monitoring, program evaluation, and auditing by the Ryan White Part B program, Director-Office of Pharmacy for the Tennessee Department of Health, and the Health Resources and Services Administration (HRSA);
  - 10. Ability to ensure the safe and on-time delivery of medicine to the preferred delivery address of service recipients.
  - 11. A customer service system to handle orders, requests, inquiries, and issues from the Ryan White Part B program, the State, Medical Case Managers for clients, service recipients/clients, and clinicians (who are initiating or following-up on prescriptions). Customer service representative shall be available Monday through Friday from 8 AM to 4 PM Central Standard Time (CST). The customer service representative does not need to be available during State holidays (New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans, Day, Thanksgiving, Christmas Day, and New Year's Eve).

A.6. Services Description.

The Grantee shall use the grant funds to implement and coordinate activities related to the Ryan White Part B Mail Order Pharmacy Program. This contract shall be implemented in three (3) phases as follows:

- a. Transitional phase (July 15, 2021-September 15, 2021):
  - 1. On July 15, 2021, prior to accepting on-going operations of pharmacy services, the Grantee shall provide the State:
    - i. a physical address,
    - ii. a fax number where providers may send ADAP prescriptions and the exact method for electronically receiving and transmitting ADAP prescriptions; and
    - iii. a minimum of two (2) telephone numbers (one shall be toll free) by which providers, medical case managers, and ADAP clients may speak to a pharmacist, to request prescription information; and/or speak with Grantee staff to gain the status of expected medication deliveries.
  - 2. The Grantee shall provide to the Ryan White Part B ADAP Coordinator and State ADAP Coordinator the names and contact information for at least two (2)

Grantee employees to coordinate the ADAP eligibility determination process.

3. The Grantee shall develop an algorithm for receiving ADAP prescriptions from providers via either fax, emails, and/or electronic prescribing, and then moving to fulfill the prescriptions within forty-eight (48) hours. The algorithm will include options for Ryan White clients to receive their prescriptions via mail-delivery, or to pick-up the prescription at pharmacy locations. The algorithm shall ensure that all prescriptions must include the client's Ryan White identification number, for the prescription to be filled. This algorithm shall be the basis for prescription reception and fulfillment during the implementation phase.
4. The Grantee shall begin meetings with the current organization implementing the HDAP, and develop schedules for:
  - i. Gaining current and historical inventory (down to SKU level), order, and dispensing-data for current ADAP drugs utilized by the program;
  - ii. The secure transfer of stocks held by the current organization implementing the program, to the Grantee's facility; and
  - iii. Gaining patient/client and other program data, and developing a protocol to ensure the safe transfer of data per HIPAA and Tennessee State regulations regarding PHI and PII data, that prevents the possibility of any data breach;
5. The Grantee shall set-up the eLMIS, warehouse management inventory system, forecasting/quantification system, data reporting mechanisms, and other systems noted in section A.5., with a goal of having the systems in place and functional by August 5, 2021;
6. The Grantee shall build at least a two (2) week stock of the top twenty fast-moving State Ryan White Part B Formulary medications, per levels provided by the State at the time of contract initiation. The Grantee shall adequately stock remaining State Ryan White Part B Formulary medications as necessary in anticipation of readily filling prescriptions received.
  - i. If medications are removed from the State Ryan White Part B Formulary, the State shall update the Grantee of which medications have been removed, and the Grantee shall immediately quarantine any existing stock of this medication. Thereafter, the Grantee, Director-Office of Pharmacy for the Tennessee Department of Health, and the Ryan White Part B ADAP Coordinator shall confer on the best method for disposal.
7. Prior to July 30, 2021, the Grantee shall implement technical security measures to ensure the safe storage of PHI and PII data, via the mechanisms to encrypt and decrypt PHI and PII data "at rest" and during transmission over an electronic communications network. Please see section E.7.a.(2) for more information.
8. By July 30, 2021, the Grantee shall accept an electronic data file from the State containing the Statewide population of the Ryan White Part B ADAP clients, demographic information, medication profiles, and dispensing record.
9. The Grantee shall accept all existing stock of ADAP medications from the current State-contracted Grantee for dispensing to State Ryan White ADAP clients.
10. The Grantee shall develop a protocol for communications with Director-Office of

Pharmacy for the Tennessee Department of Health and the State's authorized wholesale vendor, regarding medication orders.

11. The Grantee shall develop a schedule for regular meetings with the Ryan White program and other State staff, to discuss the HDAP program's current issues, and update the Ryan White team regarding the HDAP program's progress. It is recommended that this meeting is scheduled at least monthly at the beginning of the contract.
- b. Operational phase (September 15, 2021- July 14, 2024)
1. Effective September 15, 2021, the Grantee shall begin filling and delivering approximately two-thousand eight hundred (2,800) prescriptions per month. The Grantee shall be responsible for ordering, receiving, storing, and dispensing pharmaceuticals listed on the Ryan White Part B State Formulary (Attachment 2) and any formulary additions within this contract period, for State approved ADAP clients;
  2. The Grantee shall assume liability for the medications upon delivery from the State's authorized wholesale vendor, until the medications are delivered to the ADAP client, or safely disposed (as related to expired or damaged/unusable medications);
  3. The Grantee shall request/order medications through the Director-Office of Pharmacy for the Tennessee Department of Health weekly, unless there is a two (2) week supply of medication in inventory to fill prescriptions for a following week. The Grantee shall not request or store more than a two (2)-month maximum supply of medications at any time, unless approved by the Ryan White Part B program and the Director-Office of Pharmacy for the Tennessee Department of Health;
    - i. The orders from the State's wholesale vendor to the Grantee shall be received as, either: 1) bulk shipments of medications; and/or 2) small quantity orders of specific medications that are not usually held in-stock (per order approval from the State Director of Pharmacy);
    - ii. Upon receipt of the order, the Grantee shall immediately reconcile the contents of the shipment for validity, condition, quantity, and expiration dates of received medications;
      1. Within three (3) business days following receipt of the medication order, the Grantee shall provide the Ryan White Part B ADAP Coordinator scanned copies of invoices/packing slips, including the quantity, lot number, and expiration date of each medication in the received shipment, as well as the date and time the Grantee received the shipment;
    - iii. The Grantee shall notify the Ryan White Part B ADAP Coordinator and the Director-Office of Pharmacy for the Tennessee Department of Health within one (1) business day of shipment receipt of any order quantity discrepancies, and/or deficiencies in the quality of the medications received within the shipment.
  4. The Grantee shall store and manage the medications for the Program according to manufacturer recommendations, and State and Federal pharmacy laws, rules, and regulations.

All State ADAP medications shall be stored and managed as a separate inventory from all other medications held in the Grantee's storage facility/pharmacy.

The Grantee shall meet all State medication security and storage requirements, including monitoring of space temperature and humidity. There shall be a twenty-four (24)-hour alarm to notify the Grantee of any refrigerator temperature excursion from manufacturer recommendations, in order to respond with action to properly manage program medications according to the pharmacy emergency plan approved by the Tennessee Board of Pharmacy.

Safety, security and replacement of damaged or lost medications, while being stored at the Grantee's facility, shall be the responsibility of the Grantee;

5. The Grantee shall notify the Ryan White Part B ADAP Coordinator and the Director-Office of Pharmacy for the Tennessee Department of Health of any expiring medication two (2) months prior to expiration, if the medication is not anticipated to be dispensed to a client. The Grantee shall follow direction of the Director-Office of Pharmacy for the Tennessee Department of Health in arranging the appropriate shipping of outdated, expired, or unusable ADAP medications to the State contracted reverse distributor/vendor. The Director-Office of Pharmacy for the Tennessee Department of Health shall be notified in writing within three (3) business days of the date when the medication shipment will be initiated.
6. The Grantee shall notify the Ryan White ADAP Coordinator and the Director-Office of Pharmacy for the Tennessee Department of Health of any State ADAP medication recalls.

If the medication recall is to the retail level, the medication shall be immediately quarantined from active stock and discussed with the Director-Office of Pharmacy for the Tennessee Department of Health for direction of action in appropriately shipping affected product to supplier or another appropriate vendor.

If the medication recall is to the client level, the Grantee shall notify the State ADAP Coordinator and the Director-Office of Pharmacy for the Tennessee Department of Health the same day as discovering the affected product was dispensed, with the number of clients who were dispensed the affected medication.

Through the secure electronic communication described in section A.6.b.7, the Grantee shall provide the State ADAP Coordinator the client names of those who were dispensed the affected product within one (1) business day, and the Grantee shall call/attempt to call, and/or use other secure communication methods for each client who was dispensed recalled medication to the client level, to inform the client of the recall and direct them as per the manufacturer and/or FDA direction regarding the medication recall. Repeated attempts shall be made by the Grantee to call any client not contacted, and updates of contacting successes and non-successes are to be communicated to the State ADAP Coordinator and the Director-Office of Pharmacy for the Tennessee Department of Health.

Upon contact with the client, the Grantee will direct the client on how the recalled medication will be picked-up via a reverse logistics system, in order to quarantine the recalled medication.

Further, the Grantee shall wait for further instructions from the Director-Office of Pharmacy for the Tennessee Department of Health and the client's clinician, on any medications that should be provided to the patient in-place of the recalled medication.

7. The Grantee shall track client demographic and utilization information. An electronic dispensing record shall be submitted to the State ADAP Coordinator via secure- electronic mail monthly, in a format compatible with the ADAP database, including a list of filled prescriptions with client names and State issued ADAP numbers, descriptions and quantities of medications, dates the prescriptions were filled, dates when the orders were shipped, and dates when the medications were delivered to the client's address. An electronic dispensing record report shall be submitted to the Ryan White Part B ADAP Coordinator by the fifth (5<sup>th</sup>) day of the month, listing the previous month's dispensing data collected in the electronic dispensing record.
8. The Grantee shall notify the Ryan White Part B ADAP Coordinator and the Director-Office of Pharmacy for the Tennessee Department of Health of any data breaches that could have exposed PHI and PII data within one (1) business day of noting the possible breach. Thereafter, the Grantee shall work with the Ryan Part B Program and the State on follow-up actions to secure the PHI and PII data in the Grantee's system. As needed a Corrective Action Plan (CAP) will be developed to ensure better security measures for all ADAP program data.
9. The Grantee shall abide by the following requirements:
  - i. Ship or deliver medications directly to the ADAP client designated address, or allow client pick-up at the Grantee retail pharmacy, depending on the client's preference;
    1. All clean prescriptions shall be filled within a maximum forty-eight (48) hours of receiving the prescription, including weekends. A central fill model is acceptable;
  - ii. Maintain a secure tracking system for clients to request prescription refills.
  - iii. Package medications in a bubble wrap protective mailer, unless manufacturer's instructions require special handling, such as refrigeration. The packing materials used by the Grantee shall conform to manufacturer and FDA requirements;
    1. Medications requiring refrigeration shall be appropriately packed with the appropriate coolant to maintain manufacturer recommended temperature storage range from the time of shipping to receipt by the client. Each container shall be clearly and appropriately labeled indicating refrigeration requirement;
  - iv. CONTENTS OF PACKAGE SHALL **NOT** APPEAR ON THE OUTSIDE OF THE PACKAGE;
  - v. Have a secure tracking system (as referenced in section A.5.a.5.), to assure that delivery deadlines are met, and there is validation of the delivery of medications to the client's preferred address;



1. The Grantee shall develop a system whereby clients can opt-in as to whether they would like to receive electronic updates from the tracking system regarding the status of when their medication delivery will arrive.
- vi. Report any discrepancy between the quantity of medication prescribed and quantity dispensed to the client. Notification by fax or secure electronic communications shall be made to Ryan White Part B ADAP Coordinator and the Director-Office of Pharmacy for the Tennessee Department of Health within one (1) business day of discovery. The Grantee shall provide a courtesy call to the Ryan White Part B program, as soon as discrepancy is discovered;
  - vii. Report to the Ryan White Part B ADAP Coordinator the failure to deliver a shipment of medications in a usable condition (i.e. damaged, medication container becomes opened during transport/shipment, etc) to the ADAP client. The report shall be sent to the Ryan White Part B ADAP Coordinator within one (1) business day of discovery. The Grantee shall cover all related damages for failure to deliver; including the cost of reshipping properly filled prescriptions of usable medication to the ADAP client. Every effort shall be made to research the reason a shipment was not received by a client and in usage condition. All researched information shall be included in the report to the ADAP Coordinator. The Grantee, out of courtesy, shall notify the ADAP Coordinator immediately by phone regarding any unusable medications that were delivered to a client;
  - viii. Notify the ADAP Coordinator immediately by phone of any incorrect client delivery address or changes in a client ADAP eligibility status;
  - ix. Notify the ADAP Coordinator immediately by phone with all supplied details of any medication delivery reported to be stolen prior to verification of delivery. The Grantee shall provide any necessary additional information requested by the Ryan White ADAP Coordinator, if the Ryan White Program intends to file a police report concerning the stolen medication;
  - x. Provide documentation of courier delivery of the medication to the client's preferred address, by providing a report containing the date of each shipment, the courier tracking number, and the date of delivery by the courier to the client's preferred address. It is preferable for this report to be connected with the electronic dispensary and eLMIS systems, and for the status of courier delivery to be updated in real-time;
    1. In the event that there is a question as to whether a medication was delivered, the Grantee must provide a copy of the courier's delivery notice/verification of delivery;
  - xi. If shipments to ADAP clients have met all criteria (as specified above), yet a loss occurs due to the actions of the courier, the Grantee should work with the courier service to identify responsibility for the lack of delivery, and develop a protocol to report-on, and replace the undelivered medication, via the insurance plans of the Grantee and/or the courier;
  - xii. If shipments to ADAP clients have met all criteria (as specified above),

yet a loss occurs due to the Ryan White Program providing incorrect information regarding the client's address and/or eligibility for the ADAP program, the Ryan White program shall assume responsibility for the value of any undelivered medications;

10. Perform a monthly self-inventory of State ADAP stock medications at the SKU-level (preferably via physical contact), and compare the results of the self-inventory, against the eLMIS and the Electronic Warehouse Management Inventory System stock data at the SKU-level. The results of the self-inventory as compared to the inventory listed in the electronic systems, should lead to a calculated discrepancy/error rate (see section A.7.c. for a description of the calculation). This discrepancy rate shall be submitted to Ryan White ADAP Coordinator by the fifth (5<sup>th</sup>) business day of the following month;
  - i. Any discrepancy/error rate greater than two percent (2%) shall require submission of an accompanying description of why a discrepancy in stock-levels has occurred, and shall require the Grantee to develop a CAP, which shall include a timeline for the corrective actions to be completed, and ensure the discrepancy/error rate is two percent (2%) or lower for all inventory held in-stock by the next monthly physical count and inventory/discrepancy report;
11. Participate in ongoing email and telephone communications as needed/requested by the State Program staff;
12. The Grantee must send at least one (1) representative to the HIV/STD Statewide Meetings held annually. The Grantee will be notified of the dates and times of the meetings by the State (or designee) as they are scheduled;
13. Participate in annual program and fiscal monitoring within thirty (30) days of the end of each funding year;
14. The Grantee shall comply with the requirements of Tennessee Code Annotated 68-10-113 regarding confidentiality and disclosure of HIV client record information. The Grantee shall return unduplicated client records to the State upon removal of clients from the State Mail Order Pharmacy component of the ADAP;
15. The Grantee shall not contact former ADAP clients, nor share contact information with any third party;
16. The Grantee shall not insert any flyers, advertisements, or products into medication packages dispensed to ADAP clients without prior State approval;
17. The Grantee shall designate staff members to act as a liaison between the Grantee and Medical Case Managers. In return the State shall provide the Grantee with the contact information for the Medical Case Manager for each Ryan White client that is participating in the HDAP program. The Grantee's designated staff members shall contact a client's assigned Medical Care Manager:
  - i. Within five (5) business days, when a client's provider fails to refill medications;
  - ii. Within (5) business days, after a Ryan White client fails to pick-up a prescription.

18. The Grantee shall ensure a minimum of one (1) in-State dispensing pharmacist is on-staff;
19. The Grantee's activities and records maintained pursuant to this contract shall be subject to monitoring and evaluation by the State to assess the quality and quantity of the services as stipulated in the scopes of services. This monitoring and evaluation process include, but are not limited to:
  - i. site visits;
  - ii. regular reviews and assessments of the Grantee's management of the ADAP medication according to all pharmacy Federal and State laws, rules, and regulations;
  - iii. audits and physical counts/inspections of inventory held in-stock;
  - iv. audits and reviews/inspections of electronics systems related to the program;
  - v. The Grantee shall always provide data as requested by the State, and in a format that is acceptable to the State;
20. The Grantee shall provide a client medication ordering orientation for all clinicians, and Medical Case Managers. The orientation materials shall include patient's rights and responsibilities, including the requirement of updating addresses for delivery, and procedures for notifying Grantee of a lost or stolen shipment, and emergency procedures for obtaining medications;
21. The Grantee shall provide the Ryan White Part B ADAP Coordinator with the name of the pharmacy manager who shall be the contact person for client/State issues and complaints.

c. Turnover Phase

The Ryan White Part B ADAP Coordinator and the Director-Office of Pharmacy for the Tennessee Department of Health shall coordinate with the incumbent and succeeding Grantees to provide direction and facilitate a seamless transition of services at the time of completion of this contract with regards to:

1. The incumbent Grantee transferring all remaining State ADAP Formulary medication inventory to the succeeding Grantee within ten (10) business days following the last day of this Contract, according to all pharmacy Federal and State laws, rules, and regulations.
2. The incumbent Grantee providing the Director-Office of Pharmacy for the Tennessee Department of Health and the Ryan White Part B Program ADAP Coordinator an electronic inventory of all medications being transferred to the succeeding Grantee.
3. The incumbent Grantee transferring all active prescriptions to succeeding Grantee within ten (10) business days following the request of the State.
4. The incumbent Grantee providing a report of all current clients, all active prescriptions, the number of remaining refills on each active prescription, and the expiration date of each active prescription

5. The incumbent Grantee transferring all remaining State ADAP Formulary medication stock including a print of the matching electronic inventory (from the eLMIS, warehouse management inventory system, and other relevant systems) to the succeeding Grantee within ten (10) business days following the last day of this contract.
6. The succeeding Grantee notifying the Director-Office of Pharmacy for the Tennessee Department of Health within one (1) business day of the incumbent medication shipment arrival, and quarantining the shipment until release approval by the Director-Office of Pharmacy for the Tennessee Department of Health to integrate into newly acquired State ADAP stock medication.

A.7. Reporting Requirements.

- a. The table below lists the expected reports the Grantee shall provide to the Ryan White Part B program. Other reports may be requested once the Grantee begins implementing the program, based on Grantee performance, and/or possible innovations and activities to improve and/or expand the program. All possible additional reporting will be agreed upon during further discussions between the Ryan White Part B program and the Grantee.

Report	Due Date	Description	Notes
Receipt of Medication Order from State Wholesale Vendor	Within three (3) business days following receipt of the medication order	Submission of copies of: <ul style="list-style-type: none"> <li>• Manufacturer packing slips, including the lot number, expiration date, and quantity of medication received (at the SKU-level);</li> <li>• Notice regarding the condition of each medication received in the order;</li> <li>• Date and time for when the Grantee received the medication order.</li> </ul>	Can be maintained in the Grantee's eLMIS, and reported electronically through the Grantee's system, but only if the Ryan White ADAP Coordinator, and other Ryan White Program staff are provided access to the system.
Monthly Electronic Dispensing Record Report	Fifth (5 <sup>th</sup> ) business day of each Month	Report should provide the following data: <ul style="list-style-type: none"> <li>• A list of filled prescriptions delivered to clients during the past month.</li> <li>• The list of filled prescriptions delivered should be disaggregated by client (including the name of the client, ADAP number, description and quantities of the medication delivered)</li> <li>• Dates of when: <ul style="list-style-type: none"> <li>○ The prescriptions were filled;</li> <li>○ The prescriptions were shipped; and</li> <li>○ When the prescriptions were delivered to the client's preferred address.</li> </ul> </li> <li>• List of the top 20 dispensed medications, including the quantities dispensed of each medication.</li> </ul>	Report should be submitted in a format that is compatible with the ADAP database compiled by the Ryan White Program.
Monthly Medication Inventory Reconciliation Report	Fifth (5 <sup>th</sup> ) business day of each Month	Report should provide the following data: <ul style="list-style-type: none"> <li>• Quantity of stock in inventory, as of the last business day of the month, for each ADAP medication held in stock at the SKU-level per the electronic warehouse management inventory system and/or eLMIS;</li> <li>• Quantity of stock, as of the last</li> </ul>	Report/data should be provided in a format of preference for the Ryan White Program

Report	Due Date	Description	Notes
		<p>business day of the month, for each ADAP medication held in stock at the SKU-level per the Grantee's physical inventory count;</p> <ul style="list-style-type: none"> <li>• Percent discrepancy between the electronic warehouse management inventory system count versus the Grantee's physical inventory count;</li> <li>• Quantity of stock at the SKU level as measured via months of stock (quantity of medications in stock divided by the average dispensing rate over the past three months)</li> <li>• Quantity of stock at the SKU level that was 1) dispensed; 2) ordered and received into stock; 3) lost, stolen, or damaged (and deemed unusable and required disposal); 4) found or added to inventory for reasons beyond order reception; 5) other adjustments to stock-level (along with log entry for when adjustment was made);</li> <li>• Quantity of stock at the SKU level that expired in the past month, noting when the expiration occurred and if the stock was disposed of, or if plans have been developed for the stock's disposal</li> <li>• Any stock-outs that occurred in the past month, noting the medication that stocked-out at SKU-level, and from which dates the stock-out occurred.</li> </ul>	
Monthly Forecast/ Quantification Report	Fifth (5 <sup>th</sup> ) business day of each Month	<p>Report should provide the following data:</p> <ul style="list-style-type: none"> <li>• Forecast of projected stock-levels at the SKU level for medications held in inventory for the next 1-, 2-, 3-, and 6-months;</li> <li>• Forecast of projected orders for medication stock replenishment from the wholesaler at the SKU level for the next 1-, 2-, 3- and 6-months;</li> <li>• Forecast of projected orders for medication delivery to ADAP clients at the SKU level for the next 1-, 2-, 3- and 6-months;</li> <li>• Forecasting/quantification assumptions.</li> </ul>	Report/data should be provided in a format of preference for the Ryan White Program

- b. The Grantee is required to report the following situations to the Ryan White Part B Program:
- i. Discrepancies or deficiencies in quantities shipped to Grantee from the wholesaler (within one (1) business day);
  - ii. Expiration of medications in stock (two (2) months prior to expiration; within three (3) business days of shipping the expired medication for disposal);
  - iii. Data breach within the Grantee's management systems that may have exposed PHI and PII protected data (within one (1) business day);
  - iv. Discrepancies between the quantity of medication prescribed and the quantity of

medication shipped to an ADAP client (within one (1) business day);

- v. Failure to deliver usable medications to an ADAP clients (within one (1) business day);
- vi. Delivery to the incorrect address for an ADAP client (within one (1) business day);
- vii. Delivery to an ADAP client that is no longer eligible or enrolled in the ADAP program (within one (1) business day);
- viii. Notice of recall for medications held in inventory or provided to clients (within one (1) business day).

- c. The Grantee shall meet the performance indicators identified below related to stock management and delivery of medications to ADAP clients. If the Grantee fails to meet these benchmarks, the Grantee shall be required to develop and submit a CAP to the Ryan White Part B Program. The Ryan White Part B Program will then monitor the indicator(s) on a monthly basis until the accuracy rate increases to, or become above, the acceptable percentage for that benchmark, for a full quarter.

Performance Indicator	Data Source	Indicator Description	Target	Benchmark
Stock-Out Incidences for medications held in-stock	Monthly Medication Inventory Reconciliation Report	Number of stock-outs for medications kept in-stock	Zero (0) incidences	Zero (0) incidences
Stock Expiry (Inventory Obsolescence) Incidences for medications held in-stock	Monthly Medication Inventory Reconciliation Report	Quantity of stock at the SKU level that expired in the past month, noting when the expiration occurred and if the stock was disposed of, or if plans have been developed for the stock's disposal	Less than three (3) incidents per all medications kept in-stock	Less than three (3) incidents per all medications kept in-stock
Stock at SKU-level exceeding a 2 month maximum stock-level	Monthly Medication Inventory Reconciliation Report	Quantity of stock at the SKU level as measured via months of stock (quantity of stock divided by average dispensing rate from three previous months)	Zero (0) percent	Zero (0) percent
Stock Inventory Discrepancy Rate	Monthly Medication Inventory Reconciliation Report	Percent discrepancy between the eLMIS and/or electronic warehouse management inventory system count at the SKU-level for each ADAP medication held in inventory, against the Grantee's physical inventory count of each ADAP medication held in inventory at the SKU level;	Two (2) percent or lower	Two (2) percent or lower
Percent of medication deliveries to clients in-full	Monthly Electronic Dispensing Record Report	Total quantity of medications delivered during the month divided by the total quantity of medications dispensed during the month  If less than one hundred (100) percent, Grantee shall identify which order quantities were less than expected.	Ninety-Five (95) percent or higher	Ninety-Five (95) percent or higher
Percent of medication deliveries to clients with verification of delivery	Monthly Electronic Dispensing Record Report	Number of medication deliveries to clients with verification of delivery, divided by the total # of medication deliveries completed	One Hundred (100) percent	One Hundred (100) percent

- d. The State Shall:

- i. Provide to the Grantee the current list of clients that are enrolled in the ADAP program and are utilizing HDAP to receive their medications, and their addresses for medication delivery. This list should include the client's Ryan White identification number. The State will update this list periodically and inform the Grantee of changes to the list;
- ii. Provide to the Grantee updated information each time a person is newly enrolled, reinstated, recertified, or dis-enrolled from the ADAP program using RWES;
- iii. Provide to the Grantee copies of relevant State policies concerning this program;
- iv. Provide to the Grantee lists of relevant contacts at the Ryan White Part B program and within the State with regards to program management, answering questions and points of clarification, reporting requirements, monitoring and evaluation, budgeting and finances, and audits;
- v. Review the list of medications to be held in-stock on a quarterly-basis, and provide review of adjusted minimum stock-levels as determined by the Grantee;
- vi. Provide to the Grantee a list of participating clinicians and health care providers that will provide prescriptions and requests for medication deliveries to clients;
- vii. Provide to the Grantee a copy of the Ryan White Part B Drug Formulary, and updates to the formulary as changes occur;
- viii. Provide protocol/guidelines for the Grantee to order medications via the Director-Office of Pharmacy for the State, from the State-approved wholesaler;
- ix. The State shall provide the Grantee with contact information for each ADAP client's assigned Medical Care Manager.

A.8. Service Requirements.

<b>Requirement</b>	<b>Contract Section*</b>	<b>Delivery Date</b>	<b>Due to Whom?*</b>	<b>Requested Format</b>
<i>Transitional phase</i>	A.6.a.(1-11)	July 15, 2021-September 15, 2021	State	Electronically
<i>Operational phase</i>	A.6.b.(1-21)	September 15, 2021- To be determined (designate date for the completion of the contract)	ADAP Clients State	Electronically
<i>Turnover phase</i>	A.6.c. (1-6)	To be determined, based on possible extension of grant for two additional years.	Succeeding Grantee State	Electronically  According to all applicable Federal and State laws, rules, and regulations

- A.9. Warranty. Grantee represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Grantee, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Grantee receives notice of a Defect during the Warranty Period, then Grantee shall correct the Defect, at no additional charge.

Grantee represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Grantee represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Grantee’s industry.

If Grantee fails to provide the goods or services as warranted, then Grantee will re-provide the goods or services at no additional charge. If Grantee is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Grantee for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

- A.10. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Grantee under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Grantee, and Grantee shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.
- A.11. In accordance with the Ryan White Part B Monitoring Standards (located at <https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>), comprehensive monitoring site visits will be conducted at least annually. As part of the fiscal assessment requirements, program income, and time and effort analyses will be verified as part of the monitoring site visit process.
- A.12. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in Section D.8 a copy of the audit report and Notice of Audit Report.
- A.13. Mandatory disclosures. Consistent with 45 CFR 75.113, applicants and recipients shall disclose in a timely manner, in writing to the Centers of Disease Control and Prevention (CDC), with a copy to the HHS Office of Inspector General (OIG), all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients shall disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures shall be sent in writing to the CDC and to the HHS OIG at the following addresses:

Department of Health and Human Services  
 Health Resources and Services Administration  
 Office of Federal Assistance Management  
 Division of Grants Management Operations  
 5600 Fishers Lane, Mailstop 10SWH03  
 Rockville, MD 20879



**AND**

U.S. Department of Health and Human Services  
 Office of Inspector General  
 Attn: Mandatory Grant Disclosures, Intake Coordinator  
 330 Independence Avenue, SW, Cohen Building  
 Room 5527  
 Washington, DC 20201  
 Fax: (202)2050604

- A.14. If the Grantee is audited by HRSA and a repayment of Federal funds are required based on the activities of the Grantee, the Grantee shall repay the State of Tennessee for the repayments and penalties. The Grantee is responsible for all Ryan White HIV/AIDS Program rules and requirements as outlined in the Grant, and all Ryan White HIV/AIDS Program rules as Stated in the Part B Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87), and Policy Notices.
- A.15. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 3, is incorporated in this Grant Contract.
- A.16. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment 4) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF GRANT CONTRACT:**

- B.1. This Grant Contract shall be effective on July 15, 2021 ("Effective Date") and extend for a period of thirty-six (36) 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 two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 5, 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.

- 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 Term 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 Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 6) 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:

Fiscal Coordinator  
Tennessee Department of Health  
HIV/STD/VH Program  
4<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, Tennessee 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: Tennessee Department of Health, HIV/STD/VH Section.
  - (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, 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.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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 twenty percent (20%) 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 a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 7).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C 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 costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any

changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the 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 Term.
- 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. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- 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 this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

#### **D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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 Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant 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. A termination for convenience shall not be a breach of this Grant 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 that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- 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 ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- 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 Grant 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 remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the 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 of Lobbying Activities," 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 31 U.S.C. § 1352.

- D.8. 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Josh Rosenfeld, MPP, MPH  
 Director, Ryan White Part B Program  
 Tennessee Department of Health  
 HIV/STD/Viral Hepatitis Services  
 Communicable and Environmental Diseases and Emergency Preparedness  
 4<sup>th</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243  
 Email Address: Joshua.rosenfeld@tn.gov  
 Telephone #: (615) 741-0237

The Grantee:

**Grantee Contact Name & Title**

**Grantee Name**

**Address**

**Email Address**

**Telephone # Number**

**FAX # Number**

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant 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.
- D.10. Nondiscrimination. The Grantee agrees 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.11. 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"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee 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 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 this 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.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, 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. The Grantee shall also 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 eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of

Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant 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 Grant Contract, shall be maintained for a period of five (5) 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 Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. 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.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 8 to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.



The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment [9] to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment [9] shall complete Attachment [10]. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State; Stephanie Thomas, Ryan White Accountant, TN Department of Health, HIV, STD, Viral Hepatitis, 710 James Robertson Parkway, 4<sup>th</sup> Floor, Nashville, TN 37243 or [stephanie.d.thomas@tn.gov](mailto:stephanie.d.thomas@tn.gov).

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. 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.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. 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.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. 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.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. 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 Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. 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.31. 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.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. 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

- e. 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, or presently fall under any of the prohibitions of sections a-d.

- D.35. 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 Grant Grantee by the State or acquired by the Grant Grantee 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 Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee 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. Grant Grantee 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 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, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.3. Prohibited Advertising or Marketing. The Grantee shall not suggest or imply in advertising or marketing materials that Grantee's goods or services are endorsed by the State. The restrictions on Grantee advertising or marketing materials under this Section shall survive the termination of this Contract
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the Federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.5. Contractor Commitment to Diversity. The Grantee shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Grantee's Response to 34349-79221 and resulting in this Contract.

The Grantee shall assist the State in monitoring the Grantee's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled

veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Grantee to provide supplies or services that are funded in whole or in part by Federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial Statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
  - c. If this Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
  - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

#### E.7 Grantee Hosted Services Confidential Data, Audit, and Other Requirements

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:
  - (1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
  - (3) The Grantee and the Grantee's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Organization of Standards "ISO" 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide proof of current ISO certification or FedRAMP authorization for the Grantee and subcontractor(s), or provide the State with the Grantee's and subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee or subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their

control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this contract.

- (4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their

duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. The Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour.
    - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 16 hours.
  - (2) The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO



requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.8. Personally Identifiable Information. While performing its obligations under this Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor Federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee’s policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee (“Unauthorized Disclosure”) that come to the Grantee’s attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.9. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq.*, and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.
- E.10 Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee’s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and

Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention (“SIR”) over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee’s sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Grantee shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee’s policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability (“CGL”) Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers’ compensation and employer liability insurance, the Grantee shall maintain:
  - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Grantee employs fewer than five (5) employees;
  - ii. The Grantee is a sole proprietor;
  - iii. The Grantee is in the construction business or trades with no employees;
  - iv. The Grantee is in the coal mining industry with no employees;
  - v. The Grantee is a state or local government; or
  - vi. The Grantee self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
  - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase “extended reporting” or “tail coverage” for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee’s profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

E.11. Performance Bond. The Grantee shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Grant Contract and in the amount equal to Three Million Dollars (\$3,000,000.00). The Grantee shall submit the bond no later than the day immediately preceding the contract start date and in the manner and form prescribed by the State (at Attachment **Reference** hereto), and the bond shall be issued through a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Grant Contract for:

- a. the initial contract term and all extensions thereof; or
- b. the first, annual period of the Grant Contract (ending December 31st following the Grant Contract start date) in the amount of Three Million Dollars (\$3,000,000.00) and, thereafter, a new performance bond in the amount of Three Million Dollars (\$3,000,000.00) covering each subsequent annual period of the Grant Contract. In which case, the Grantee shall provide annual performance bonds to the State no later than each December 10th preceding the annual covered period beginning on January 1st of each year.

Failure to provide the performance bond(s) as required herein prior to the Grant Contract start date and, as applicable in the case of an annual performance bond, no later than December 10th

preceding each annual covered period beginning on January 1st of each year, shall result in contract termination. The Grantee understands and agrees that the stated amount of the performance bond required hereunder shall not be reduced during the contract period for any reason.

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

---

**LISA PIERCEY, MD, MBA, FAAP, COMMISSIONER**

**DATE**

**ATTACHMENT 1**

**HIV/STD/VIRAL HEPATITIS PROGRAM  
RYAN WHITE PART B SERVICES  
ANDREW JOHNSON TOWER, 4<sup>TH</sup> FLOOR  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243**

**Ryan White Part B HDAP & IAP Policy # 2.3 - 09**  
Revised

**June 29, 2020**

**Purpose**

The purpose of this policy is to establish policies and guidelines for operating the Tennessee Ryan White Part B AIDS Drug Assistance Program (ADAP) funded Programs. The ADAP includes the HIV Drug Assistance Program (HDAP), and the Insurance Assistance Program (IAP).

**I. Requirements**

To be eligible for coverage by the Tennessee Ryan White Part B ADAP, a recipient must meet the Tennessee Ryan White Part B Program's Eligibility Policy.

All clients shall be evaluated for coverage or eligibility for coverage by any private or public health insurance that provides HIV medications, prior to applying for Ryan White services. Applicants who have access to medications through insurance provided by an employer, spouse's policy, or a publicly provided insurance program should access care through that policy. Individuals may not choose to refuse other available programs in order to access Part B HDAP Services but are eligible for wrap-around services that are not provided by their insurance i.e. transportation, food/home delivered meals and dental services. Temporary services may be provided while client is awaiting approval by another program.

Medications shall be provided for those without access to HIV medications through health insurance, via HDAP, which directly purchases medications from a State contracted wholesale drug distributor and contracts with a mail-order Pharmacy, in order to deliver medications to a client's preferred address.

Eligible clients with private health insurance or employee based insurance should be enrolled in the IAP Program for assistance in paying premiums, co-pays, and deductibles up to the current Monthly Maximum of \$1,500 per client, per month, which amounts to an \$18,000 per year cap. With prior approval from the Ryan White Program, up to two months of delinquent premiums may be paid for new clients, in addition to their monthly limit, in order to maintain their coverage. If delinquent premiums are paid, they shall be subtracted from the client's annual maximum, and their Monthly Maximum will be re-calculated. Note: Different clients may now have different Monthly Maximums,

but the program will continue to set a baseline Monthly Maximum. The Program will attempt to keep the Monthly Maximum payment amount as stable as possible, but it may be adjusted as necessary to maintain program solvency. Adjustments will be made at the beginning of a month. Since ADAP dollars are used to fund the IAP, any premiums, co-pays and/or deductibles may only be paid on a policy that provides comparable or more comprehensive pharmaceutical coverage as the Tennessee HDAP Formulary. Clients who have policies that have caps on annual coverage, and the client has reached that cap, are not eligible for IAP payments until coverage resumes. Premiums may be paid on family coverage policies, but co-pays and deductibles may only be paid on HIV positive clients. Policies that include a dental benefit may be covered within monthly expenditure limits; however, separate dental insurance shall not be covered, because it does not provide HIV Medications. Since multiple Health Insurance policies qualify for IAP funding, a standardized formulary for this program is not practical. The IAP Drug Formulary shall consist of all drugs covered by each eligible client's Health Insurance Policy's Formulary.

## ATTACHMENT 2

State of Tennessee  
Department of Health  
Ryan White Part B Program  
HIV DRUG ASSISTANCE PROGRAM (HDAP) FORMULARY  
November 13, 2020

Nucleoside Reverse Transcriptase Inhibitors		Non-Nucleoside Reverse Transcriptase Inhibitors		Protease Inhibitors	
Generic Name	Brand Name	Generic Name	Brand Name	Generic Name	Brand Name
Abacavir	Ziagen	Efavirenz	Sustiva	Atazanavir	Reyataz
Abacavir/Lamivudine	Epzicom	Etravirine	Intelence	Atazanavir/Cobicistat	Evotaz
Emtricitabine	Emtriva	Nevirapine	Viramune	Darunavir	Prezista
Emtricitabine/Tenofovir	Truvada	Rilpivirine	Edurant	Darunavir/Cobicistat	Prezcobix
Emtricitabine/Tenofovir Alafenamide	Descovy	Doravirine	Pifelto	Fosamprenavir	Lexiva
Lamivudine	Epivir	<b>Cross Class Combinations</b>		Lopinavir/Ritonavir	Kaletra
Lamivudine/Zidovudine	Combivir	Bictegravir/Emtricitabine/Tenofovir Alafenamide	Biktarvy	Ritonavir	Norvir
Stavudine	Zerit	Darunavir/Cobicistat/Emtricitabine/Tenofovir Alafenamide	Symtuza	<b>Entry Inhibitors</b>	
Tenofovir	Viread	Doravirine/lamivudine/tenofovir disoproxilfumarate	Delstrigo	Fostemsavir	Rukobia
Zidovudine	Retrovir	Dolutegravir/Abacavir/Lamivudine	Triumeq	<b>CCR5 Inhibitor</b>	
<b>CD4 Post-Attachment Inhibitors</b>		Dolutegravir/Rilpivirine	Juluca	<b>Generic Name</b>	<b>Brand Name</b>
Ibalizumab-uiyk	Trogarzo	Efavirenz/Emtricitabine/Tenofovir	Atripla	Maraviroc	Selzentry*
<b>Fusion Inhibitor</b>		Elvitegravir/Cobicistat/Emtricitabine/Tenofovir	Stribild		
<b>Generic Name</b>	<b>Brand Name</b>	Elvitegravir/Cobicistat/Emtricitabine/Tenofovir Alafenamide	Genvoya		
Enfuvirtide	Fuzeon*	Rilpivirine/Emtricitabine/Tenofovir	Complera		
<b>Hepatitis C Medications</b>		Rilpivirine/Emtricitabine/Tenofovir Alafenamide	Odefsey		
<b>Generic Name</b>	<b>Brand Name</b>	Dolutegravir/Lamivudine	Dovato		
Glecaprevir/Pibrentasvir	Mavyret	<b>Integrase Inhibitors</b>			
Sofosbuvir/Ledipasvir	Harvoni	<b>Generic Name</b>	<b>Brand Name</b>		
Sofosbuvir/Velpatasvir	Epclusa	Dolutegravir	Tivicay		
Sofosbuvir/Velpatasvir/Voxilaprevir	Vosevi	Raltegravir	Isentress		



**ATTACHMENT 2 (Continued)**

Anti-Infectives			Cardiovascular
Adefovir	Doxycycline	Paromomycin	Atorvastatin
Albendazole	Entecavir	Pentamidine	Amlodipine
Amoxicillin	Ethambutal	Permethrine Cream	Carvedilol
Amoxicillin/clavulanate	Fluconazole	Primaquine	Enalapril
Azithromycin	Itraconazole	Pyrimethamine	Fenofibrate
Atovaquone	Ivermectin	Rifabutin	Gemfibrozil
Clarithromycin	Levofloxacin	Sulfadiazine	Hydrochlorothiazide
Clindamycin	Metronidazole	Sulfamethoxazole/Trimethoprim	Losartan
Ciprofloxacin	Nitrofurantoin	Valacyclovir	Metoprolol
Dapsone	Nystatin	Valganciclovir	Pioglitazone
CNS		Endocrine	GI
Aripiprazole	Nortriptyline	Alogliptin	Famotidine
Bupropion	Olanzapine	Dulaglutide	Omeprazole
Buspirone	Oxcarbazepine	Exenatide	Mytesi
Citalopram	Phenytoin	Glimepiride	Respiratory
Duloxetine	Quetiapine	Metformin	Albuterol Inhaler
Escitalopram	Risperidone	Insulin - short acting	Beclomethasone Inhaler
Lamotrigine	Sertraline	Insulin - Intermediate acting	Smoking Cessation
Levetiracetam	Trazadone	Insulin - long acting	Varenicline
Lithium carbonate	Valproic acid	Novolin 70/30	Nicotine Gum
Mirtazapine	Venlafaxine	Statins	Nicotine Losenges
Naltrexone		Zypitamag	Nicotine Patches
MISC		Available through the Medical Services Fee Schedule	
Alendronate	Potassium Chloride	Amphotericin	Foscarnet
Cyproheptadine (Peri-Actin)	Promethazine	Ceftriaxone	Ganciclovir
Ergocalciferol	Mytesi	Cosyntropin	Vancomycin
Furosemide	Narcan Nasal Spray	Diabetic supplies* (Diabetic meters, lancets, test strips, alcohol pads, syringes)	
Hydroxyzine	Nitroglycerin		
Imiquimod	Triamcinolone cream		
Leucovorin			

**ATTACHMENT 3****Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	
Grant contract's begin date	
Grant contract's end date	
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Is the federal award for research and development?	
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

**ATTACHMENT 4**  
**GRANT BUDGET**  
**(BUDGET PAGE 1)**

<b>ADDITIONAL IDENTIFICATION INFORMATION AS NECESSARY</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning DATE, and ending DATE.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<sup>1</sup> 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: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 4 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 2)**

SALARIES								AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		x		x		+	(Longevity, if applicable)	\$0.00
ROUNDED TOTAL								\$0.00

PROFESSIONAL FEE/ GRANT & AWARD								AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)								\$0.00
ROUNDED TOTAL								\$0.00

TRAVEL/ CONFERENCES & MEETINGS								AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)								\$0.00
ROUNDED TOTAL								\$0.00

INTEREST								AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)								\$0.00
ROUNDED TOTAL								\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS								AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)								\$0.00
ROUNDED TOTAL								\$0.00

DEPRECIATION								AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)								\$0.00
ROUNDED TOTAL								\$0.00

OTHER NON-PERSONNEL								AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)								\$0.00
ROUNDED TOTAL								\$0.00

### ATTACHMENT 5

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

For ACCOUNTS MANAGEMENT OFFICE USE ONLY					
PO#	LINE#	RECEIPT #	TDOH AGENCY INVOICE #		
EDISON CONTRACT #					
EDISON VENDOR #		EDISON ADDRESS LINE #	VOUCHER #		
NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE			INVOICE NUMBER		
			INVOICE DATE		
			INVOICE PERIOD		
			FROM	TO	
Edison Vendor #			CONTRACT PERIOD		
CONTRACTING STATE AGENCY			FROM	TO	
Tennessee Department of Health					
PROGRAM AREA			CONTACT PERSON/TELEPHONE NO.		
OCR CONTRACT NUMBER					
BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD  (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	FOR CENTRAL OFFICE USE ONLY	
				SPEEDCHART NUMBER:	
				USERCODE:	
				PROJECT ID:	
				AMOUNT:	
Salaries					
Benefits				SPEEDCHART NUMBER:	
Professional Fee/Grant & Award				USERCODE:	
Supplies				PROJECT ID:	
Telephone				AMOUNT:	
Postage & Shipping					
Occupancy				SPEEDCHART NUMBER:	
Equipment Rental & Maintenance				USERCODE:	
Printing & Publications				PROJECT ID:	
Travel/Conferences & Meetings				AMOUNT:	
Interest					
Insurance				SPEEDCHART NUMBER:	
Specific Assistance to Individuals				USERCODE:	
Depreciation				PROJECT ID:	
Other Non Personnel				AMOUNT:	
Capital Purchase					
Indirect Cost					
<b>TOTAL</b>					

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes  
 These services are for  medical services  
 non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

\_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ATTACHMENT 6**

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_

Cost step down. \_\_\_\_\_

Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

# ATTACHMENT 6

Schedule A, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____	FEDERAL ID # _____
CONTRACTING STATE AGENCY _____	REPORT PERIOD _____
Program # _____	
Contract Number _____	
Grant Period _____	
Program Name _____	
Service Name _____	

Schedule A

	<u>EXPENSE BY OBJECT:</u>	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

# ATTACHMENT 6

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE \_\_\_\_\_ FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_ REPORT PERIOD \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				



**ATTACHMENT 6**

Schedule C - Final Page

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_

REPORT PERIOD \_\_\_\_\_

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	<u>EXPENSE BY OBJECT:</u>				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

**ATTACHMENT 7**

**Annual (Final) Report\***

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

---

**Submit one copy to:**

**Josh Rosenfeld, MPP, MPH, Ryan White Part B Director, TN Department of Health, HIV, STD, Viral Hepatitis @ [joshua.rosenfeld@tn.gov](mailto:joshua.rosenfeld@tn.gov);**

**Lisa Piercey, Md, MBA, FAAP, Commissioner, TN Department of Health; and**

**[fa.audit@tn.gov](mailto:fa.audit@tn.gov), TN Department of Finance and Administration**

## ATTACHMENT 8

## Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

- Grantee Legal Entity Name is subject to an audit for fiscal year #.
- Grantee Legal Entity Name is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

**ATTACHMENT 9****Parent Child Information**

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent?    Yes         No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child?    Yes         No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_