



## PROGRAM EVALUATION RFP

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### **I. Background and Purpose.**

Healing Hands Health Center, Inc. (“HHHC”) is a party to a Grant Contract with the State of Tennessee Department of Health pursuant to which HHHC will implement integrated mental/behavioral health in their clinical primary care setting. The State of Tennessee has received funding for this Grant Contract pursuant to an award from the United States Department of Treasury.

HHHC provides affordable, community-supported care that allows individuals from the Appalachian Highlands Region with limited insurance coverage to restore their quality of life. For over 25 years, HHHC has been and continues to be committed to identifying and filling the gaps in health care services with the intention of improving health equity among the population we serve. To be eligible to receive services, a patient’s income must be at or below 250% of the Federal Poverty Level where rates of mental illness are higher than the national average. This patient population also has higher rates of hypertension, diabetes, obesity, and cardiovascular disease.

In response to a community needs assessment as well as enormous patient demand, Healing Hands Health Center received funding from the TDH Healthcare Resiliency Practice Transformation and Extension grant to develop and implement a comprehensive integrated behavioral health program focused on increasing access to essential mental health services. This program will move patients with mental illness, substance use disorder, and overwhelming stress and strain toward mental wellness and stability so they may have improved quality of life and make positive contributions to the community. This project is modeled after our 25 years strong healthcare delivery framework for providing medical and dental care to the most vulnerable residents of the Appalachian Highlands Region. The program, managed by a Psychiatric Mental Health Nurse Practitioner, will begin with appropriate screening and patient diagnosis and development of individual treatment plans tailored to the needs of each patient. This resiliency focused program will ensure patients have their mental health needs met as evidenced by comprehensive services provided by qualified professionals on site who are available in a reasonable timeframe and affordable. This process is focused on equipping patients with the tools they need for successfully managing mental crises, moving patients through mental health services that patients report meets their needs with the goal to achieve independent management of mental health and stability for productive living. Ultimately, we expect this program will decrease the amount of people living with active substance use disorder and/or untreated mental illness in our community.

This Request for Proposals (“RFP”) is to contract for program evaluation services. HHHC seeks a qualified candidate to measure and evaluate the program.

### **II. RFP Background.**

This RFP provides a description of the services required, minimum qualifications of offerors, the criteria by which offerors will be competitively evaluated, and instructions for proposal submission.

This RFP is competitive. Contingent upon and subject to the prior approval of the Tennessee Department of Health, HHHC expects to award a one-year contract with a subsequent one-year option period. It is anticipated that the term of this contract will begin on or about June 1, 2024 and if the option is exercised the contract term will end on or about June 30, 2026.

The terms and conditions of the contract to be awarded will be substantially similar in to those in the sample contract attached as Exhibit B.

HHHC reserves the right to make no award under this RFP, and the right not to contract with any offeror apparently selected for award at the end of the competitive process. This RFP should not be construed by any offeror as a promise by HHHC to contract under any circumstances.

Questions about this RFP may be submitted in writing. Any questions about this RFP should be addressed to Corey Smith, Director of Clinic Operations at [corey@healinghandshealth.org](mailto:corey@healinghandshealth.org) or 423-573-0696. Questions will be answered by sharing the question and HHHC's response with all offerors, with the inquirer's identifying information removed.

#### **IV. General Statement of Work.**

HHHC seeks a qualified Program Evaluator who will implement systems and processes to gather, analyze and report data that will provide actionable recommendations to strengthen the implementation processes and further HHHC's capacity to document the effectiveness of the program. Furthermore, data collected as part of the evaluation will have multiple purposes. One is to inform the work being done, incorporate best practices, make course corrections when quality improvement is possible, and to provide the best mental health services possible. The careful analysis of data will help determine which aspects of the program are strong and where gaps or weaknesses occur so that we may plan carefully or partner to meet patient and community needs. Outcome and results data will help the organization to document our successes and justify our careful stewardship of grant and community funds as we move toward a fully sustainable model of care. Ultimately, our hope is that the provision of these desperately needed services will reduce community challenges around overdose deaths, suicide, arrests, and improve quality of life for all our community members.

Responsibilities include:

- Assist HHHC in establishing performance indicators to help determine measures and performance of success for the project.
- Design and develop data collection and program evaluation tools. Will have access to Athena electronic health records.
- Collect, examine, and translate program data; conduct routine analysis on program process and outcome data.

- Facilitate communication of data between HHHC and the Tennessee Department of Health through progress reports as needed.
- Craft written reports and presentations related to the evaluation process of program design, implementation, and revision.
- Prepare for and conduct monthly meetings and presentations to HHHC staff and committees, regarding project analysis.
- Design and oversee annual and final reports to the State of Tennessee Department of Health (TDH) to include a narrative section that describes the program's goals, outcomes, successes, and setbacks; and other relevant details requested by TDH.

**V. Minimum Qualifications of Offerors.**

No award will be made to any Offeror that does not meet the following criteria. Offeror's proposals are expected to provide sufficient information to demonstrate compliance. Failure to do so may result in rejection of the proposal.

- A. The program evaluator must be qualified to provide evaluation services in the State of Tennessee and submit a proposal that demonstrates the requisite skills and experience.
- B. Any individuals or entities performing work under any contract resulting from this RFP must not be an excluded party as defined under 2 C.F.R. Part 180. Additionally, neither the individuals or entities performing work under any contract resulting from this RFP may be excluded from participation in State of Tennessee grants or contracts.
- C. The certification provided at Appendix A of this RFP must be provided with the proposal.
- D. Offerors must be compliant with the Federal and State Compliant Terms in Exhibit A to the extent those terms are applicable.

**VI. Evaluation Factors.**

HHHC will select the proposal that is most advantageous to its organization, projects, and programs. The following factors will be considered in selecting the awardee:

- A. Experience. Beyond the minimum experience level set forth in the minimum qualifications, experience with non-profit program evaluation and reporting on findings, preferably in charitable health care, public health and/or psychology is an important factor in selecting the program evaluator.
- B. Professional Capacity. Beyond the minimum requirements set forth above, capacity to conduct the work effectively and in a timely and responsive manner is an important factor in the award. Proposed scheduling and procedures for

interaction with HHHC and responsiveness may be considered. Other capacity information provided by Offerors may be considered.

- C. Technical Approach. Offeror's described approach to the work performed will be evaluated, taking into consideration any aspects of such approach which appear particularly advantageous or disadvantageous to HHHC. Offeror's proposal will be evaluated against the expectations of the General Statement of Work ("SOW") provided in the RFP.
- D. Price. The agreement is a firm-fixed-price service contract. Payment shall be made in the amount of \$1,250 per month upon the program evaluator's completion of work described in the statement of work for the remainder of the grant contract to conclude on 06/30/2026. Subject to HHHC's right to reject nonconforming work, HHHC shall make payment upon completion of work, within thirty (30) days of receipt of a monthly invoice submitted to the HHHC Director of Clinic Operations. This is an independent contractor position. The contracted person and/or organization will receive a 1099-NEC.

Offerors should expect that multiple Offerors will submit proposals demonstrating considerable experience and capacity and submit a proposal that demonstrates Offeror's skills and experience.

Notwithstanding the foregoing, no award will be made to any Offeror that fails to meet the minimum qualifications described above.

## **VII. Proposal Instructions.**

### A. Content.

Offerors are encouraged to submit concise and direct proposals. There is no page limit or specific format, however "brochuremanship" is discouraged. Please address all areas listed below and ensure that compliance with the Minimum Qualifications stated above is evidenced. Offerors should keep the General SOW and Evaluation Factors in mind as they prepare their proposals.

- 1. Narrative. Provide a narrative description of your entity or individual experience. At a minimum:
  - (i) Describe your experience in performing similar types of work.
  - (ii) Describe any known conflicts of interest or potential conflicts of interest. If no expected conflicts of interest are known, say so. Provide a description of your approach to addressing conflicts of interest.

2. Biographies / Resumes. Provide a biography or resume for each individual who will be directly involved in performing the Scope of Work.
3. References. References are not required, but are encouraged. No more than five references are requested. Offerors are encouraged to provide references from entities similar to HHHC.
4. Certification. The certification form attached as Appendix A to this RFP must be signed and submitted. Please note that paragraph 1 of the form requires Offeror to review and respond.

B. Submission Deadline and Process.

All proposals shall be submitted by email, with proposals attached in Adobe PDF format, to Corey Smith, Director of Clinic Operations, [corey@healinghandshealth.org](mailto:corey@healinghandshealth.org) no later than 5:00pm (EST) on Wednesday, May 8, 2024.

Late proposals will generally be rejected. However, HHHC reserves the right to consider late proposals where it, in its sole discretion, determines that such consideration is advantageous to HHHC.

HHHC reserves the right to contact some or all Offerors to discuss their proposals.

HHHC expects to make a selection decision no later than Wednesday, May 15, 2024 subject to negotiation of final specific terms of an acceptable contract as described below.

HHHC will make reasonable efforts to notify unsuccessful Offerors when they have been removed from consideration in this competitive procurement.

**VIII. Successful Offeror and Negotiation of Specific Final Terms of Agreement.**

Selection for award under this RFP will not constitute immediate acceptance of the successful Offeror's proposal. HHHC intends to negotiate specific final terms of any final agreement with the successful Offeror. Offerors should understand and expect that it is anticipated that the contract that will be awarded will be substantially similar to the sample contract attached hereto as Exhibit B.

The terms of the successful Offeror's proposal (including, but not limited to, its sample engagement agreement, certification form, and proposed pricing) are of critical importance in evaluating competitive offers, however, and failure to adhere to offered terms in the process of negotiating final specific terms may result in Organization altering its initial selection decision.

## **Appendix A**

### **Certification**

Offeror hereby certifies as follows:

1. Notwithstanding anything to the contrary in Offeror's engagement agreement, the terms required by the "General Statement of Work" set forth in HHHC's RFP are hereby incorporated into Offeror's proposal and shall govern. The only exceptions to the foregoing statement are as specifically listed here:

None

2. Neither Offeror nor any of the personnel that would perform work under any contract resulting from this proposal are excluded parties as defined at 2 C.F.R. Part 180.
3. Neither Offeror nor any of the personnel that would perform work under any contract resulting from this proposal are excluded from participating in contracts or grants awarded by the State of Tennessee.
4. If successful, Offeror can and will submit to HHHC a "Byrd Anti-Lobbying Amendment" Certification, and, if required, OMB Standard Form LLL.

This certification is offered as part of Offeror's proposal and is intended to be included in/incorporated into the terms and conditions of any resulting contract.

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Print Name:  
Title:

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Date:

**EXHIBIT A**  
**REQUIRED FEDERAL AND STATE COMPLIANT TERMS**

**1. Funding Agency and Type.** This Contract is funded through a grant from the state of Tennessee which in turn is a recipient of federal funding from the Department of Treasury. As such, certain specific terms are required as set forth herein.

**2. Whistleblower Protection.** This Contract is subject to the whistleblower protection provisions of 41 U.S.C. § 4712.

**3. Fly America Act.** Any foreign travel funded under this Contract shall be carried out in a manner consistent with the restrictions of the Fly America Act, 40 U.S.C. § 40118. Provider/Consultant should contact HHHC with any questions regarding compliance.

**4. Domestic Preference to the Extent Practicable.** To the greatest extent practicable for work under this Contract, Provider/Consultant shall use goods, manufactured products, or materials produced in the United States. For purposes of this clause, “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products, concrete, glass (including optical fiber), and lumber. For purposes of this clause, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial smelting stage through the application of coatings, occurred in the United States.

**5. Certification Regarding Lobbying (“Byrd Anti-Lobbying Amendment”).** Provider/Consultant’s representative certifies to the best of his or her knowledge and belief that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of Provider/Consultant, 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 Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract.

(b) If any funds other than federal 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 or the federal grant/cooperative Contract funding this Contract, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) Provider/Consultant shall require that the language of this certification be included all subcontracts and that all subcontractors shall certify and disclose accordingly.

The above certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(d) No funds under this Contract shall be used for lobbying federal, state, or local officials.

**6. Clean Air Act and Clean Water Act.** If this Contract is valued in excess of \$150,000 Provider/Consultant shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and Clean Water Act (33 U.S.C. § 1251 *et seq.*). Violations must be reported to the HHHC, the federal funding agency listing in paragraph 1 above, and the local Regional Office of the Environmental Protection Agency.

**7. Drug Free Workplace.** Provider/Consultant shall comply with the Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

**8. Text Messaging While Driving.** In accordance with Executive Order (“E.O.”) 13513, Provider/Consultant is encouraged to implement workplace restrictions on text messaging while driving. Provider/Consultant shall prohibit its employees from text messaging while driving, as defined within E.O. 13513, at all times when such employees are working in furtherance of this Contract.

**9. Section 889 Compliance.** Provider/Consultant is prohibited, in performance of this Contract, from providing the HHHC any equipment, service or system that uses, as a substantial component, covered telecommunications equipment or services. “Covered telecommunications equipment” is defined at Section 889 of Public Law 115-232 (Aug. 13, 2018) and 2 C.F.R. § 200.216 to include the equipment and services of Huawei Technology Company and ZTE Corporation as well as that of certain other entities and their affiliates. If Provider/Consultant determines, during the term of this Contract or during a period extending for one (1) year after the end of the term, that it failed to comply with this prohibition, it shall promptly notify the HHHC and replace the noncompliant equipment or service with compliant equipment or services at no additional cost to the HHHC.

**10. Public Notices and Publications.** Provider/Consultant shall not issue any public statements regarding the work performed under this Contract without prior approval of the HHHC. All notices, informational pamphlets, press releases, research reports, signs and similar public notices prepared and released by the Provider/Consultant in relation to this Contract shall include the statement “This project is funded under a Grant Contract with the State of Tennessee.” All notices by Provider/Consultant in relation to this Contract shall be approved by HHHC. All publications produced with funds under this Contract must display the following language, “This project [is being] [was] supported in whole or in part, by federal award number [enter project FAIN] awarded to the Tennessee Department of Health by the U.S. Department of the Treasury.”

**11. HIPAA Compliance.** Provider/Consultant 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 Contract.

**12. Records.** (a) Provider/Consultant shall maintain documentation for all charges under this Contract. The books, records, and documents of Provider/Consultant insofar as they relate to work performed or money received under this 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 notice by the HHHC, the State of Tennessee, the Comptroller of the Treasury, or their duly appointed representative. (b) 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 Government Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting Guides. (c) In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with the US OMB's Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards. (d) The Provider/Consultant shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury. The Provider/Consultant 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 Provider/Consultant 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 Tennessee State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

**13. Debarment and Suspension.** Provider/Consultant certifies to the best of its knowledge and belief that its current and future principals, its current and future subcontractors and its principles: (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 year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local transaction or grand under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section (b) of this certification; and (d) have not within a three year period preceding this Contract had one or more public transactions (federal, state, or local) termination for cause or default. Provider/Consultant shall provide immediate written notice to the HHHC if at any time it learns 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 in sections (a) through (d) herein.

**14. Non-discrimination.** Provider/Consultant agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 and the Department of Treasury's implementing regulations at 31 C.F.R. Part 22. Provider/Consultant 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 Contract or in the employment practices of the Provider/Consultant 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 Provider/Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. Provider/Consultant further agrees to comply with the following:

The Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities.

**15. Public Accountability.** If the Provider/Consultant is subject to Tenn. Code. Ann 8-4-401 et seq., or if this Contract involves the provision of services to citizens by the Provider/Consultant on behalf of the State, the Provider/Consultant agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Provider/Consultant 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 (11) inches in height and seventeen (17) inches in width stating:

NOTICE. THE 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 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 Provider/Consultant, provide Provider/Consultant with any necessary signs.

**EXHIBIT B**  
**SAMPLE PROGRAM EVALUATION SERVICES CONTRACT**

This Contract is made effective as of this [insert] day of [insert], 2024 (“Effective Date”), by and between the Healing Hands Health Center (“HHHC”) and [insert] (“Consultant”). For and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Consultant’s Services and Term.** Consultant shall provide the services and/or work product (“Services”) to HHHC as set forth in the Statement of Work (“SOW”) attached hereto as **Attachment A**.

In the event of a conflict between this Contract and any attachment hereto, this Contract shall control. Consultant shall perform no work chargeable to the HHHC other than that specified above, unless this Contract is amended in writing specifying the additional work and compensation to be paid.

The term of this Contract shall commence on the Effective Date and end on June 30, 2026, unless terminated earlier pursuant to Section 6 or extended by amendment signed by the parties.

2. **Standard of Performance.** Consultant’s performance hereunder and the Services shall comply with any HHHC-issued specifications, shall meet or exceed applicable industry standards and shall conform to all applicable laws and other legal requirements. Time is of the essence in the performance of this Contract.

3. **Payment.** As compensation for the Services, including all expenses incurred by Consultant, the HHHC shall pay Consultant as set forth in **Attachment B**. Consultant shall be responsible for all costs of performing the Services including, but not limited to, clerical work, telephone charges, local travel, rents, equipment depreciation and equipment usage fees. Payment of undisputed amounts shall be due thirty (30) days after receipt of Consultant’s fully documented invoice.

4. **Copyright.** HHHC will own the copyright to all deliverables developed under this Contract (the “Work”). Consultant acknowledges and agrees that its work under this Contract constitutes “work for hire” on behalf of HHHC. Consultant further agrees to assign, and hereby does assign, all right, title, and interest in any copyrightable Work produced in furtherance of this Contract to HHHC. HHHC agrees to grant, and hereby does grant, to Consultant a non-exclusive, non-transferrable license in copies of any such Work retained by the Consultant for the limited purposes of Consultant’s internal administrative functions. Consultant shall not publicly display the Work or create any derivative of the Work, without the express written approval of HHHC.

5. **Non-Infringement Warranty/Ownership Rights.** Consultant warrants that any material or other work (in any media) created or authored by it or its employees or agents and/or delivered to the HHHC in connection with the Services will

not infringe any copyright, trademark or service mark or other intellectual property rights of any party, or constitute defamation, invasion of privacy or violation of any right of publicity or any other right of any person. Consultant shall indemnify and defend the HHHC for any alleged infringement of a third party's intellectual property rights relating to any materials furnished to the HHHC by Consultant. Any material created or developed by Consultant for the HHHC in furnishing the Services shall be considered a "work made for hire" as defined by the United States Copyright Act. The HHHC shall own all rights (including copyright) in and to any drafts, text or other material, in any medium, created or developed by Consultant for the HHHC. Consultant hereby transfers, assigns and conveys to the HHHC any and all Consultant rights whatsoever in such work product, including copyright. Consultant and its staff or agents shall execute any documentation (including waiver of moral rights) reasonably required to accomplish the foregoing.

6. **Termination.** This Contract may be terminated by either party upon sixty (60) calendar days prior written notice for material breach by the other party. In addition, the HHHC may terminate this Contract for any reason (including without cause) upon thirty (30) calendar days prior written notice to Consultant, in which event the HHHC, as its sole obligation to Consultant, shall pay for Services completed by Consultant as of the termination date. In all cases, upon termination Consultant shall immediately return to the HHHC all materials and documents provided to Consultant by the HHHC and deliver to the HHHC all work product, whether in process or completed, developed as part of the Services.

7. **Confidentiality.** Any HHHC internal data or materials, or other non-public information (whether in written, oral, graphic or other tangible or non-tangible form) provided or revealed by the HHHC to the Consultant in connection with this Contract or in contemplation hereof shall remain the HHHC's property and confidential information ("Confidential Information"). Consultant shall use such Confidential Information only for the purposes intended by this Contract and, upon completion of the Services or termination of this Contract, Consultant shall make no further use of Confidential Information. Consultant shall not disclose, release or transfer Confidential Information to any third party without the prior consent of the HHHC. Upon expiration or termination of this Contract, if directed by the HHHC, Consultant promptly shall return, destroy or delete all Confidential Information.

8. **Health Privacy.** Consultant 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). Consultant shall further comply with all health privacy laws of the State of Tennessee. The obligations set forth in this Section shall survive the termination of this Contract.

9. **Conflicts of Interest.** (a) During the term of this Contract, Consultant shall advise the HHHC of any actual and/or potential conflict of interest related to the Services to be provided hereunder. (b) Consultant warrants that no part of the funds paid under this Contract 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 Consultant in connection with any work contemplated or performed relative this Contract. (c) Consultant acknowledges, understands, and agrees that this Contract shall be null and void if the Consultant is, or within the past six months has been, an employee of the State of Tennessee or if Consultant 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.

10. **No Joint Venture/Partnership/Agency.** The Services will be rendered by Consultant as an independent contractor. Nothing herein shall be construed as establishing a partnership, agency or joint venture between the HHHC and Consultant. Consultant shall not: (i) represent to others that it is an agent of or has authority to bind the HHHC, (ii) enter into Contracts on behalf of the HHHC, or (iii) incur any debt, obligation or liability of any kind in the name of, or for the account of, the HHHC.

11. **Limitation on Use of HHHC Name and Logo and Publicity.** Nothing in this Contract shall be construed to grant Consultant any rights with respect to use of the HHHC's name, logo and trademarks except as authorized by the HHHC for performance of the Services or as otherwise approved in writing by HHHC. Consultant may publicize its relationship with the HHHC only with the prior written approval of the HHHC. Consultant may not imply approval or endorsement of its company, its products or its services by reason of this Contract or Consultant's relationship with the HHHC. Consultant may list the HHHC as a business reference with the HHHC's prior approval.

12. **Indemnification.** Consultant shall defend, indemnify and hold harmless the HHHC, and its officers, trustees and employees from any and all losses, liabilities, claims, legal actions or demands by third parties (including costs, expenses and reasonable attorneys' fees on account thereof) arising out of (a) breach by Consultant of any representation, warranty or provision herein, and (b) Consultant's negligence or willful misconduct in connection with performance of the Services or its obligations hereunder. The HHHC shall notify Consultant promptly of any claims against the HHHC for which the HHHC seeks indemnification. The HHHC shall have the right, but not the obligation, to participate in any defense at its own cost and with its own counsel.

13. **Insurance Requirements.** Consultant shall maintain during the Contract at its sole cost, the following minimum insurance with insurers rated A- VIII or better by A.M. Best. The required insurance limits shall be the greater of (a) the limits designated below, (b) those limits required by law, or (c) those limits maintained by Consultant:

(i) Worker's Compensation insurance as required by law and Employer's Liability coverage with limits of at least \$500,000 per accident.

(ii) Commercial General Liability insurance including, but not limited to, premises and operations, products/completed operations, contractual liability,

independent contractors and personal/advertising injury liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

(iii) Business Auto Liability insurance applicable to all owned, non-owned and hired vehicles with limits of at least \$1,000,000 per accident

(iv) Umbrella/Excess Liability insurance applicable to Employer's Liability, Commercial General Liability and Business Auto Liability with limits of at least \$1,000,000 per occurrence and \$1,000,000 aggregate.

(v) Professional Errors and Omissions Liability insurance for claims arising from Consultant's services, with limits of at least \$1,000,000 per claim and \$1,000,000 aggregate.

If any insurance is maintained on a claims made basis, the retroactive date shall precede the first date services are provided and Consultant shall maintain insurance for three (3) years following the Term hereof. Consultant shall submit to the HHHC, whenever requested, a certificate of insurance that evidences the required insurance coverages and names the HHHC as an additional insured on all policies, except Workers Compensation and Employer's Liability and Professional Errors and Omissions Liability. Consultant provided coverages shall be primary and noncontributory with any insurance maintained by the HHHC. Consultant shall provide thirty (30) days advance written notice to the HHHC in the event any coverage will be cancelled, non-renewed without replacement, or materially reduced. HHHC shall not insure or be responsible for any loss or damage to property of Consultant or its employees, subcontractors or agents.

14. **Disputes.** In the event of a dispute arising under this Contract, the parties, each acting through representatives at a minimum of a senior or director level, agree to meet in good faith in order to resolve their dispute. Any litigation as to this Contract or any matter related to it shall be brought only in the courts located in Sullivan, Tennessee /or the United States District Court for the Middle District of Tennessee and such courts shall have exclusive jurisdiction over any such action and the parties hereto agree to submit to the jurisdiction of said courts.

15. **General Provisions.** This Contract (a) constitutes the entire Contract of the parties with respect to the Services and supersedes all prior Contracts or understandings with respect to the subject matter of this Contract, (b) may be modified only by written amendment signed by both parties, (c) may not be assigned in whole or in part by Consultant nor may Consultant subcontract any of the services to be provided hereunder without the prior written approval of the HHHC, (d) shall be governed by the internal laws of the State of Tennessee without regard to choice of law principles and (e) shall not become effective until signed by duly authorized representatives of both parties. In no event shall either party be liable in connection with this Contract or the Services for any indirect, special, punitive, consequential or incidental damages. If any provision of this Contract is determined to be invalid or unenforceable in any jurisdiction, the

remaining provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed so as to effectuate the purposes and intent of the parties. The failure of either party to enforce any right or obligation under this Contract shall not be deemed a waiver thereof and shall not prevent the later enforcement of any right or obligation hereunder. Any rights or obligations contained herein that by their nature should survive termination of this Contract shall survive, including, but not limited to representations, warranties, intellectual property rights, indemnity obligations and confidentiality obligations.

**Terms Specific to Federal Funding.** This Contract  **is** //  **is not** // federally funded. If “is” is checked in the preceding sentence, additional terms are attached as **Attachment C**, all of which are hereby incorporated into this Contract with Consultant referred to therein as “Contractor.”

**IN WITNESS WHEREOF**, the parties have executed this Contract as shown below.

**HEALING HANDS HEALTH CENTER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

## **ATTACHMENT A STATEMENT OF WORK**

### **Background:**

Healing Hands Health Center, Inc. (“HHHC”) is a party to Grant Contract No. \_\_\_\_\_ with the State of Tennessee Department of Health pursuant to which HHHC will implement integrated mental/behavioral health in their clinical primary care setting. The State of Tennessee has received funding for this Grant Contract pursuant to an award from the United States Department of Treasury.

HHHC provides affordable, community-supported care that allows individuals from the Appalachian Highlands Region with limited insurance coverage to restore their quality of life. For over 25 years, HHHC has been and continues to be committed to identifying and filling the gaps in health care services with the intention of improving health equity among the population we serve. To be eligible to receive services, a patient’s income must be at or below 250% of the Federal Poverty Level where rates of mental illness are higher than the national average. This patient population also has higher rates of hypertension, diabetes, obesity, and cardiovascular disease.

In response to a community needs assessment as well as enormous patient demand, Healing Hands Health Center received funding from the TDH Healthcare Resiliency Practice Transformation and Extension grant to develop and implement a comprehensive integrated behavioral health program focused on increasing access to essential mental health services. This program will move patients with mental illness, substance use disorder, and overwhelming stress and strain toward mental wellness and stability so they may have improved quality of life and make positive contributions to the community. This project is modeled after our 25 years strong healthcare delivery framework for providing medical and dental care to the most vulnerable residents of the Appalachian Highlands Region. The program, managed by a Psychiatric Mental Health Nurse Practitioner, will begin with appropriate screening and patient diagnosis and development of individual treatment plans tailored to the needs of each patient. This resiliency focused program will ensure patients have their mental health needs met as evidenced by comprehensive services provided by qualified professionals on site who are available in a reasonable timeframe and affordable. This process is focused on equipping patients with the tools they need for successfully managing mental crises, moving patients through mental health services that patients report meets their needs with the goal to achieve independent management of mental health and stability for productive living. Ultimately, we expect this program will decrease the amount of people living with active substance use disorder and/or untreated mental illness in our community.

### **Work Required and Technical Specifications:**

The qualified Program Evaluator who will implement systems and processes to gather, analyze and report data that will provide actionable recommendations to strengthen the implementation processes and further HHHC's capacity to document the effectiveness of the



program. Furthermore, data collected as part of the evaluation will have multiple purposes. One is to inform the work being done, incorporate best practices, make course corrections when quality improvement is possible, and to provide the best mental health services possible. The careful analysis of data will help determine which aspects of the program are strong and where gaps or weaknesses occur so that we may plan carefully or partner to meet patient and community needs. Outcome and results data will help the organization to document our successes and justify our careful stewardship of grant and community funds as we move toward a fully sustainable model of care. Ultimately, our hope is that the provision of these desperately needed services will reduce community challenges around overdose deaths, suicide, arrests, and improve quality of life for all our community members.

Responsibilities include:

- Assist HHHC in establishing performance indicators to help determine measures and performance of success for the project.
- Design and develop data collection and program evaluation tools. Will have access to Athena electronic health records.
- Collect, examine, and translate program data; conduct routine analysis on program process and outcome data.
- Facilitate communication of data between HHHC and the Tennessee Department of Health through progress reports as needed.
- Craft written reports and presentations related to the evaluation process of program design, implementation, and revision.
- Prepare for and conduct monthly meetings and presentations to HHHC staff and committees, regarding project analysis.
- Design and oversee annual and final reports to the State of Tennessee Department of Health (TDH) to include a narrative section that describes the program's goals, outcomes, successes, and setbacks; and other relevant details requested by TDH.

**Licenses/Special Qualifications Required:**

Must have experience with non-profit program evaluation and reporting on findings, preferably in charitable health care, public health and/or psychology.

**Key Deliverables (including, as appropriate, specific data and reports):**

- Consultant will submit periodic progress reports to HHHC as requested by the Tennessee Department of Health.
- Design and oversee annual and final reports to the State of Tennessee Department of Health (TDH) to include a narrative section that describes the program's goals, outcomes, successes, and setbacks; and other relevant details requested by TDH.

## **Attachment B Payment Terms**

The agreement is a firm-fixed-price service contract. Payment shall be made in the amount of \$1,250 per month upon the program evaluator's completion of work described in the statement of work for the remainder of the grant contract to conclude on 06/30/2026. Subject to HHHC's right to reject nonconforming work, HHHC shall make payment upon completion of work, within thirty (30) days of receipt of a monthly invoice submitted to the HHHC Director of Clinic Operations. This is an independent contractor position. The contracted person and/or organization will receive a 1099-NEC.

### **Invoice Requirements:**

Each Consultant Invoice shall clearly and accurately detail all of the following required information.

- (1) Invoice Date
- (2) Invoice Period (to which the reimbursement request is applicable)
- (3) Consultant's Name
- (4) Consultant's Address
- (5) Consultant's Contact Information for Invoice Questions (name, phone, email)
- (6) Itemization of Reimbursement Requested for the Invoice Period which must detail at a minimum all of the following:
  - a. The amount requested by Scope of Work/Task Order line item

The Consultant understands and agrees to the following:

- (1) An invoice under this Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures requested in the delivery of services described by this Contract.
- (2) An invoice under this Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Contract shall be initiated within the timeframe for reimbursement only when HHHC is in receipt of the invoice and the invoice meets the minimum requirements set forth above.
- (4) An invoice under this Contract shall be presented to HHHC within thirty days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Contractor. An invoice submitted more than thirty days after such date will not be paid.

**ATTACHMENT C**  
**REQUIRED FEDERAL COMPLIANT TERMS**

- 1. Funding Agency and Type.** This Contract is funded through a grant from the state of Tennessee which in turn is a recipient of federal funding from the Department of Treasury. As such, certain specific terms are required as set forth herein.
- 2. Whistleblower Protection.** This Contract is subject to the whistleblower protection provisions of 41 U.S.C. § 4712.
- 3. Fly America Act.** Any foreign travel funded under this Contract shall be carried out in a manner consistent with the restrictions of the Fly America Act, 40 U.S.C. § 40118. Consultant should contact the HHHC with any questions regarding compliance.
- 4. Domestic Preference to the Extent Practicable.** To the greatest extent practicable for work under this Contract, Consultant shall use goods, manufactured products, or materials produced in the United States. For purposes of this clause, “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products, concrete, glass (including optical fiber), and lumber. For purposes of this clause, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial smelting stage through the application of coatings, occurred in the United States.
- 5. Certification Regarding Lobbying (“Byrd Anti-Lobbying Amendment”).** Consultant’s representative certifies to the best of his or her knowledge and belief that:
  - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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 Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract.
  - (b) If any funds other than federal 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 or the federal grant/cooperative Contract funding this Contract, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - (c) Consultant shall require that the language of this certification be included all subcontracts and that all subcontractors shall certify and disclose accordingly.

The above certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(d) No funds under this Contract shall be used for lobbying federal, state, or local officials.

**6. Clean Air Act and Clean Water Act.** If this Contract is valued in excess of \$150,000, Consultant shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and Clean Water Act (33 U.S.C. § 1251 *et seq.*). Violations must be reported to the HHC, the federal funding agency listing in paragraph 1 above, and the local Regional Office of the Environmental Protection Agency.

**7. Drug Free Workplace.** Consultant shall comply with the Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

**8. Text Messaging While Driving.** In accordance with Executive Order (“E.O.”) 13513, Consultant is encouraged to implement workplace restrictions on text messaging while driving. Consultant shall prohibit its employees from text messaging while driving, as defined within E.O. 13513, at all times when such employees are working in furtherance of this Contract.

**9. Section 889 Compliance.** Consultant is prohibited, in performance of this Contract, from providing the HHC any equipment, service or system that uses, as a substantial component, covered telecommunications equipment or services. “Covered telecommunications equipment” is defined at Section 889 of Public Law 115-232 (Aug. 13, 2018) and 2 C.F.R. § 200.216 to include the equipment and services of Huawei Technology Company and ZTE Corporation as well as that of certain other entities and their affiliates. If Consultant determines, during the term of this Contract or during a period extending for one (1) year after the end of the term, that it failed to comply with this prohibition, it shall promptly notify the HHC and replace the noncompliant equipment or service with compliant equipment or services at no additional cost to the HHC.

**10. Public Notices and Publications.** Consultant shall not issue any public statements regarding the work performed under this Contract without prior approval of the HHC. All notices, informational pamphlets, press releases, research reports, signs and similar public notices prepared and released by the Consultant in relation to this Contract shall include the statement “This project is funded under a Grant Contract with the State of Tennessee.” All notices by Consultant in relation to this Contract shall be approved by HHC. All publications produced with funds under this Contract must display the following language, “This project **[is being]** **[was]** supported in whole or in part, by federal award number [enter project FAIN] awarded to the Tennessee Department of Health by the U.S. Department of the Treasury.”

**11. Records.** (a) Consultant shall maintain documentation for all charges under this Contract. The books, records, and documents of Consultant insofar as they relate to work performed or money received under this 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 notice by the HHHC, the State of Tennessee, the Comptroller of the Treasury, or their duly appointed representative. (b) 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 Government Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting Guides. (c) In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with the US OMB's Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards. (d) The Consultant shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury. The Consultant 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 Consultant 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 Tennessee State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

**12. Debarment and Suspension.** Consultant certifies to the best of its knowledge and belief that its current and future principals, its current and future subcontractors and its principles: (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 year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local transaction or grand under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section (b) of this certification; and (d) have not within a three year period preceding this Contract had one or more public transactions (federal, state, or local) termination for cause or default. Consultant shall provide immediate written notice to the HHHC if at any time it learns 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 in sections (a) through (d) herein.

**13. Non-discrimination.** Consultant agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 and the Department of Treasury's implementing regulations at 31 C.F.R. Part 22. Consultant 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 Contract or in the employment practices of the Consultant 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 Consultant shall, upon request,

show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. Consultant further agrees to comply with the following, to the extent applicable to the Services:

(a) The Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(c) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities.

**14. Public Accountability.** If the Consultant is subject to Tenn. Code. Ann 8-4-401 et seq., or if this Contract involves the provision of services to citizens by the Consultant on behalf of the State, the Consultant agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Consultant 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 (11) inches in height and seventeen (17) inches in width stating:

NOTICE. THE 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 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 Consultant, provide Consultant with any necessary signs.