



**STATE OF TENNESSEE  
TENNESSEE DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS  
FOR  
INSURANCE ASSISTANCE PROGRAM (IAP) BENEFITS  
MANAGEMENT**

**RFP # 34349-03823**

**RELEASE #2**

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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 an Insurance Benefits Management contractor to assume management of the State Ryan White Insurance Assistance Program (IAP). This program provides financial assistance to low-income HIV positive residents of Tennessee (also referred to as clients), who have, or qualify for health insurance. This procurement will be awarded as a grant contract. Please note the terms “Contractor” and “Grantee” are interchangeable terms in this RFP and the ProForma document and shall mean the same.

- 1.1.2. The State estimates the maximum liability for the 36-month Term of the Contract to be \$82.8 million which will be comprised of approximately \$4,200,000.00 in benefits management fees and \$78,600,000.00 for insurance premiums.

### 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 # 34349-03823**

**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:

Simeon Ayton, Sourcing Account Specialist  
 Division of General Services  
 Central Procurement Office  
 Tennessee Tower, 3rd Floor  
 312 Rosa L. Parks Ave, Nashville, TN 37243  
 615-532-0110  
[Simeon.Ayton@tn.gov](mailto:Simeon.Ayton@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. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents 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 via Microsoft Teams:

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## Microsoft Teams meeting

**Join on your computer, mobile app or room device**[Click here to join the meeting](#)

Meeting ID: 237 488 796 133

Passcode: NqdwHL

[Download Teams](#) | [Join on the web](#)**Or call in (audio only)**[+1 629-209-4396,,274680459#](#) United States, Nashville

Phone Conference ID: 274 680 459#

[Find a local number](#) | [Reset PIN](#)[Learn More](#) | [Meeting options](#)

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		September 23, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	September 28, 2022
3. Pre-response Conference	10:00 a.m.	September 29, 2022
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 30, 2022
5. Written "Questions & Comments" Deadline	2:00 p.m.	October 5, 2022
6. State Response to Written "Questions & Comments"		October 14, 2022
7. Response Deadline	2:00 p.m.	October 28, 2022
8. State Completion of Technical Response Evaluations		November 18, 2022
9. State Opening & Scoring of Cost Proposals	8:00 a.m.	November 21, 2022
10. Negotiations		November 21- December 1, 2022
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	December 2, 2022
12. End of Open File Period		December 9, 2022
13. State sends contract to Contractor for signature		December 12, 2022
14. Contractor Signature Deadline	2:00 p.m.	December 16, 2022

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 should duplicate and 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 in a sealed package separate 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 Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.

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 #34349-03823 TECHNICAL RESPONSE ORIGINAL"**

and one (1) 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 clearly labeled:

**"RFP #34349-03823 TECHNICAL RESPONSE COPY"**

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

#### 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 USB flash drive clearly labeled:

**"RFP #34349-03823 COST PROPOSAL"**

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

### 3.2.2.2. E-mail 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 #34349-03823 TECHNICAL RESPONSE"**

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.



**3.2.2.2. 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 #34349-03823 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 #34349-03823 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 #34349-03823 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 # 34349-03823 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:

Simeon Ayton, Sourcing Account Specialist  
 Division of General Services  
 Central Procurement Office  
 Tennessee Tower, 3rd Floor  
 312 Rosa L. Parks Ave, Nashville, TN 37243  
 615-532-0110  
[Simeon.Ayton@tn.gov](mailto:Simeon.Ayton@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. 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.

**4.6. 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.

**4.7. Professional Licensure and Department of Revenue Registration**

- 4.7.1. 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.
- 4.7.2. 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.
- 4.7.3. 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](https://tntap.tn.gov/eservices/_/#1)

**4.8. Disclosure of Response Contents**

- 4.8.1. 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.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. 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).

#### 4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. 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.
- 4.9.3. 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.
- 4.9.3.1. 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.
- 4.9.3.2. 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).
- 4.9.3.3. 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.

#### 4.10. **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.

#### 4.11. **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.

4.12. **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.

4.13. **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.

Per 5.2.1.7.: EVALUATION CATEGORY FOR NON-PROFIT RESPONDENTS

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>

Per 5.2.1.7.: EVALUATION CATEGORY FOR FOR-PROFIT RESPONDENTS

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.
- 5.2.1.6. The Technical Response score must attain a combined score of 50.
- 5.2.1.7. The Solicitation Coordinator will identify any non-profit respondents who attain a combined score of 50 for Sections B, General Qualifications, and C, Technical Response score, (i.e. able and willing to perform the HIV services). Cost Proposals will be reviewed per 5.2.3.; however, cost will not be the sole determinant in the Respondent selection process.

If no non-profit Respondents propose, then the Solicitation Coordinator will move forward to evaluate Cost Proposals with all other responsive and responsible respondents who proposed and have a combined score of **50** from the technical proposals.

- 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. **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.
  - 5.2.3.1. 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.

- 5.2.3.2. 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.
- 5.2.3.3. 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.
- 5.2.3.4. 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.
- 5.2.3. **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).

### 5.3. 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 # 34349-03823 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 standard business letters, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	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 score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	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 <b>from the Tennessee Secretary of State</b> of your non-profit status.	
	A.7.	Please confirm that Respondent and the proposed subgrantees are not a registered 340b pharmacy that fills prescriptions and drug/medicine needs for Tennessee Ryan White clients.  NOTE: If the Respondent and its proposed subgrantees currently manage or contract with a 340b pharmacy that fills prescriptions and drug/medicine needs for Tennessee Ryan White clients, the Respondent shall not qualify for this Grant, due to conflicts of interest (see section A.17.)	
	A.8.	Please identify whether the Respondent is a non-profit entity that is willing and able to provide Quality HIV/AIDS care in Tennessee as a first-level entity or as a second-level entity (if necessary) consistent with the requirements of this RFP and pursuant to The CARE Act Amendments of 1996 and the Ryan White HIV/AIDS Program.	
	A.9.	Please confirm Respondent is able and has the legal authority to provide services to the State consistent with applicable law.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

## RFP ATTACHMENT 6.2. — SECTION B

## 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.

<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>
	<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.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(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.</p> <p>(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:</p> <p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(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:</p> <p>(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>);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <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.</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>
		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.
	<b>B.15.</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> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</li> <li>(b) the procuring State agency name;</li> <li>(c) a brief description of the contract's scope of services;</li> <li>(d) the contract period; and</li> <li>(e) the contract number.</li> </ul>
	<b>B.16.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> <li>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</li> <li>(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;</li> <li>(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</li> <li>(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.</li> </ul>
		<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 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>15</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		<b>20</b>	
	<b>C.3.</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>20</b>	
	<b>C.4.</b>	Provide narrative describing the Respondent's experience in working with HIV positive clients.		<b>5</b>	
	<b>C.5.</b>	Provide a narrative describing any <b>substantive deficiencies in the quality of care the Respondent has provided within the last five years.</b> If those deficiencies have been resolved, please describe the resolution.		<b>20</b>	
	<b>C.6.</b>	Provide narrative describing the Respondent's experience in insurance benefits coordination, maintaining client files, making premium payments, making claims payments and medical claims reporting.		<b>20</b>	
	<b>C.7.</b>	Provide a narrative describing the Respondent's experience in providing services for over 5,000 patients with over \$25 million in benefits annually.		<b>10</b>	
	<b>C.8.</b>	Without providing actual cost information, provide a narrative describing the proposed fee per client that the Respondent will request for payment for implementing the program. Please provide details regarding how the fee was derived, and what the fee will cover (staff salaries, office operations, IT services, etc.).		<b>10</b>	
	<b>C.9.</b>	Provide a narrative describing whether the Respondent will provide the services required by this RFP as a first or second level entity and how the Respondent will comply with the requirements and restrictions for first and second level entities as set forth in The CARES Act Amendments of		<b>15</b>	

**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>
		1996 and as provided in the 1997 Health Resources and Services Administration Policy Notice 11-02.			
<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> <hr/> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>			<b>X 40</b> <i>(maximum possible score)</i>	<b>= SCORE:</b>	
<i>State Use – Evaluator Identification:</i>					
<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	\$ / Client per month	60,000	
Benefits Management Contract Year Two	\$ / Client per month	62,400	
Benefits Management Contract Year Three	\$ / Client per month	64,800	
Benefits Management Contract Year Four	\$ / Client per month	67,200	
Benefits Management Contract Year Five	\$ / Client per month	72,000	
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above):			
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.			

<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>
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$		$\times 30$ (maximum section score)	= <b>SCORE:</b>
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

## REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

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 individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - (iv) sign his or her name in ink across the sealed portion of the envelope; and
  - (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).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 34349-03823".

NOTES:

- 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.
- The State will not review more than the number of required references indicated above.

- 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.
- The State is under no obligation to clarify any reference information.

**RFP # 34349-03823 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:**

- e-mail the completed questionnaire to:  
Simeon Ayton at [Simeon.Ayton@tn.gov](mailto:Simeon.Ayton@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) 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.**



(5) **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.**

(6) **How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**

**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 (FOR NON-PROFIT RESPONDENTS)

	<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>5.2.1.6. and 5.2.1.7.</b> <b>Coordinator to identify non-profit Respondents before opening cost. Respondents who attain a combined score of 50 move on.</b>						
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 70)						
<i>Solicitation Coordinator Signature, Printed Name &amp; Date:</i>						

**SCORE SUMMARY MATRIX (FOR-PROFIT RESPONDENTS)**

	<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>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>For-profit Respondents who attain a combined score of 50 move on to Cost Proposals.</b>			
<b>COST PROPOSAL</b> (maximum: 30)	<b>SCORE:</b>		<b>SCORE:</b>
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)			

*Solicitation Coordinator Signature, Printed Name & Date:*

**RFP # 34349-03823 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 **Scope of Service Caption**, 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. Service Definitions.

- a. "340B" means a drug pricing program from the enactment of Public Law 102-585, the Veterans Health Care Act of 1992, which codified as Section 340B of the Public Health Service Act. Section 340B limits the cost of covered outpatient drugs to certain federal Grantees, federally qualified health centers, and qualified disproportionate share hospitals. Significant savings on pharmaceuticals are realized by entities that participate in this program.
- b. "Acquired Immunodeficiency Syndrome (AIDS)" means a disease of the immune system due to infection with HIV. HIV destroys the CD4 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.
- c. "Affordable Care Act (ACA)" means the federal health care law that was enacted in 2010, with the primary goals of: 1) expanding availability of health insurance to more people via subsidies (premium tax credits), lowering health insurance costs for households, and setting-up health insurance exchanges to allow for better access to sign-up for health insurance plans during the designated open-enrollment period, or if an individual experiences a qualifying event (loss of health care coverage, moving, getting married, having a baby, and/or adopting a child) outside of the open enrollment period; 2) expanding the Medicaid program to cover all adults with income below 138% of the federal poverty level; and 3) providing innovative health care that helps to lower the health care costs.
- d. "American Institute of Certified Public Accountants (AICPA)" means a national professional organization that sets standards for certain audits completed by certified public accountants (CPA).
- e. "Annual Benefit Cap (ABC)" means the maximum annual dollar expenditure for each Client. This cap is consistent for all Clients but may be pro-rated according to the number of months remaining in the Federal funding year and reduced by the amount already spent for deductibles and/or back payment of premiums. The ABC is set by the State but may be adjusted as necessary to keep the program within budget. Clients who owe money on their premium payments at the time of enrollment, may have up to two (2) months to pay what is owed retroactively, which will be subtracted from their ABC. Their

reduced ABC shall be divided by the number of months remaining in the Federal funding year to obtain their Maximum Monthly Expenditure (MME) amount.

- f. "Application" shall mean a computer code that supports and accomplishes the State's requirements as set forth in this Contract.
- g. "Case Manager (CM)" means a person 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.
- h. "Client" means an individual who is actively enrolled in the Ryan White Part B Program.
- i. "Client Database" means an electronic database containing Client demographics and services received information.
- j. "Client Fee" means the amount that the State agrees to pay per active IAP Client, i.e., a Client who is on the program any time during the month and receives a service where a fee or a payment is made for Insurance Benefits Management Services for the Tennessee Part B Insurance Assistance Program.
- k. "Confidential State Data" means data deemed confidential by State or Federal statute or regulation.
- l. "Cost Sharing" means mechanisms, such as deductibles, co-payments and co-insurance that require beneficiaries to share in the cost of providing their health coverage.
- m. "Extensible Markup Language (XML)" means a computer markup language that encodes documents to allow for a format that is readable for human-users, and machine-users.
- n. "Federal Information Processing Standard (FIPS)" means standards announced by the Federal government to standardize data encoding and encryption.
- o. "Federal Poverty Level (FPL)" means a measure of income issued annually by the Department of Health and Human Services that determines a Ryan White Client's eligibility for the Ryan White services in Tennessee, including access to insurance plans provided by IAP.
- p. "Federal Risk and Authorization Management Program" (FedRAMP) means federal standards for security and monitoring of cloud computing, products and services.
- q. "First level entity" means the initial vendor or supplier selected to be in contract with the State for the original grant contract.
- r. "Gramm-Leach-Bliley Act of 1999 (GLBA)" refers to federal law that describes how private institutions must secure private information of individuals. The GLBA also establishes the protocols that private institutions must follow to inform consumers about information the institution has collected about a consumer, how the information is used, and how the information is protected.
- s. "Health Resources and Services Administration (HRSA)" means the primary federal agency for improving access to health care services for people who are uninsured, isolated, or medically vulnerable.
- t. "HIV/AIDS Drug Assistance Program (HDAP)" means the program funded through Ryan White Part B that is designed to assist with the purchase of specific drugs for eligible,

low-income individuals with HIV who have no other source of health coverage.

- u. “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).
- v. “Implementation Plan Report” means a report providing detailed listing of activities, costs, expected difficulties, and schedules that are required to achieve the objectives of the strategic plans.
- w. “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.
- x. “IAP Client” is defined as a person who is on the program any time during the month and receives a service where a fee or a payment is made for Insurance Benefits Management Services for the Ryan White Part B Insurance Assistance Program.
- y. “Insurance Benefits Management Services” means the fiscal management of Client health insurance expenses for Ryan White Part B Clients. Specifically, Insurance Benefits Management Services consists of : 1) working with each Client and/or the Client’s Medical Case Manager to ensure timely payments of insurance premiums; 2) paying health insurance companies’ health insurance premiums for Clients that require premium assistance; 3) providing benefits management services by a Peer Benefits Management Specialist (located at an agency within the State of Tennessee); 4) establishing business relationships with all participating health providers to pay deductibles when they are required; 5) when required, paying invoices to providers or pharmacies for Client cost sharing; 6) tracking expenditures separately for each Client with regards to their annual and monthly caps; and 7) submitting reports to the State regarding benefits management.
- z. “International Organization of Standards” (ISO) means an international organization that sets globally recognized industrial, proprietary, and commercial standards.
- aa. “Maximum Monthly Expenditure (MME)” means the total amount of funds that may be spent on behalf of a Client within a given month to pay any combination of policy premiums or cost sharing. The MME can decrease if a new Client has overdue insurance premium payments, or if an annual deductible was paid in-full at the beginning of the year. In both situations, the Client’s Annual Benefits Cap will also be reduced.
- bb. “Medical Case Manager (MCM)” means a Case Manager employed by either the Tennessee Department of Health, a Metropolitan County Government, or a Ryan White contractor, who is trained to perform Ryan White eligibility determination, and to work with Clients to coordinate their medical care and support services.
- cc. “National Drug Code (NDC) means the specific product identifying code used in the United States for drugs. The Food and Drug Administration has established a unique produce code for each drug registered in the United States.
- dd. “National Institute of Standards and Technology (NIST)” refers to the United States federal government agency that provides standards for information technology protocol.
- ee. “National Provider Identifier” means the unique identification number provided to health care providers (including pharmacies) by the Centers for Medicare and Medicaid Services.

- ff. “Office of Inspector General (OIG)” means the office within a federal government department that investigates fraud and 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 fraud and abuse related to HHS supported/funded programs such as the Ryan White program.
- gg. “Operating System” means the software that supports a computer’s basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- hh. “Penetration Tests” means 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.
- ii. “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. This 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
- jj. “Processing Environment” means a combination of software and hardware on which an application runs.
- kk. “Protected Health Information (PHI)” means federal protections, such as HIPAA compliance and privacy rules, for personal health information held by covered entities which gives patients an array of rights with respect to that information.
- ll. “Recertification” means a semi-annual evaluation of Client eligibility conducted by a Case Manager as mandated by Congress in the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87). During the Recertification, the Case Manager and Client must complete a Ryan White Eligibility Application, which is the formal application that determines if a Client is eligible for participation in Tennessee’s Ryan White Part B program. A person is eligible to participate in the Tennessee Ryan White Part B program if they are a HIV positive, a resident of Tennessee, and their income level is between 100 percent and 400 percent of the federal poverty guidelines.
- mm. “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 including the IAP.
- nn. “Ryan White Eligibility System (RWES)” means the web database used by the Ryan White Part B Program to manage eligibility and services for Clients eligible for services. RWES is housed on the Health Services Security Infrastructure server, and is password protected with limited (and required authorization) for access. The system is considered secure for storing and sharing PII and PHI.
- oo. “Ryan White Part B” means the State managed portion of HIV/AIDS care provided through the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87).
- pp. “Ryan White Part B Federal Funding Year” means the fiscal year that runs from April 1st through March 31st of the next calendar year.



- qq. “Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)” means the current legislative authority to expend federal dollars for the care and treatment of low-income HIV positive Clients.
- rr. “Second level entity” means subsequent parties to the grant contract in which either original party to the grant contract decides to contract with a foreign party to the contract to perform services or provide a good as outlined in the original grant contract.
- ss. “Secure File Transfer Protocol (SFTP)” means a standard network protocol used for the transfer of computer files between a Client and server on a computer network. FTP is built on a Client-server model architecture using separate control and data connections between the Client and the server.
- tt. “System and Organization Controls for service organizations” (SOC) type II means internationally recognized third party audits related to reviews of critical information system infrastructure and sensitive data.
- ss. “Timely Payment” means the payment of health insurance policy premiums that reach insurance companies prior to the premium due date, and/or payment of medical/clinical/pharmaceutical cost sharing requirements to health providers on behalf of IAP Clients that are paid within thirty (30) calendar days of receipt of the claims.
- tt. “Transition Date” means the date when the selected Grantee begins managing the IAP.
- uu. “Transitional Grant Area (TGA)” means the metropolitan areas that have been designated by HRSA for the Ryan White Part A programs to provide Core Medical and Support Services to Ryan White Clients that live within the Metropolitan areas. In Tennessee, HRSA has designated two TGAs: Nashville (Cannon, Cheatham, Davidson, Dickson, Hickman, Macon, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson, and Wilson counties), and Memphis (Shelby, Fayette, and Tipton counties in Tennessee, Crittenden county in Arkansas, and Desoto, Tunica, Tate, and Marshall counties in Mississippi). Please note the Tennessee Ryan White Part B program does not provide any services and benefits (including IAP and HDAP) for Clients that live outside of Tennessee.
- vv. 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.
- ww. “Vulnerability Assessment” means 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. To provide financial assistance and Insurance Benefits Management Services for Ryan White-eligible HIV/AIDS Clients in Tennessee. Financial assistance will be provided for health insurance premiums, co-pays, and deductibles, and other out-of-pocket health care costs for Tennessee Ryan White clients.

A.4. Service Recipients. A Tennessee resident that has been or is currently enrolled in the Ryan White Part B HIV Insurance Assistance Program (IAP). Thereby, it has been determined that the service recipient is eligible for Ryan White Part B services, as they are a Tennessee resident that is HIV positive and has an income that meets program eligibility standards. Please note all IAP service recipients, or IAP Clients, must complete a Recertification on an annual basis, to ensure their continued eligibility for Ryan White Part B services, including IAP. If a Client is eligible for, and chooses to receive Ryan White Part B services, including IAP, the Client is provided a Ryan White Client Number, which is us for tracking the Client’s service provision, including IAP. If a Client is found to be ineligible for Ryan White Part B services, they are removed from the

program, and cannot continue to receive Ryan White Part B services, including IAP.

A.5. Service Description. The Grantee shall use the grant funds to implement Insurance Benefits Management Services related to the Ryan White Part B IAP. This contract shall be implemented in three (3) phases as follows:

a. **Transition phase (Date of award) – (March 30, 2023)**

1. Upon Contract start date, the Grantee shall provide the State a physical address, procure all necessary equipment to perform start-up functions, and have staff responsible for administering Insurance Benefits Management Services available for training by the outgoing Grantee and Tennessee Department of Health Ryan White Part B Program Central Office Staff during the transition.
2. Upon Contract start date, the Grantee shall implement technical security measures including mechanisms to encrypt and decrypt electronic Protected Health Information “at rest” and during transmission over an electronic communications network. The technical security measures shall be consistent with National Institute of Standards and Technology (NIST) Special Publications 800-52, Rev.2, and Special Publication 800-66 Rev. 1, “An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security”. Please see section E.9., for more information.
3. Five (5) days after Contract start date, designate to the ADAP team, which staff shall have access to the Ryan White Eligibility System (RWES), in order to gain information on clients that have enrolled or disenrolled from IAP, submit reports, and share program information.
4. Ten (10) days after Contract start date, accept an Excel spreadsheet from the State sent via secure email containing the statewide population of approximately five thousand five hundred (5,500) Ryan White Part B IAP Clients.
5. Fifteen (15) days after Contract start date, establish a day and time when the Tennessee Ryan White Part B program (chiefly the ADAP team) shall meet with the Grantee at least monthly to discuss IAP management and operations.
6. Twenty (20) days after Contract start date, establish business agreements with current participating insurance companies, health providers, and pharmacies.
7. By February 01, 2023, create a Client account for each IAP Client, verify each Client’s current insurance premium, and project, per Client, the monthly and annual cost for maintaining insurance coverage for the remainder of the current Ryan White Part B Federal Funding Year.
8. By February 15, 2023, notify all current Clients in writing, and issue them a Client identification card with the Grantee’s contact information. The notification must include the Grantee’s agreement to pay premiums, if assistance is requested, and cost sharing expenses, as required by the Client’s health insurance policy, and the date the first payment will be made, if applicable. Client IAP cards must include the Client’s name, eligibility date, Client identification number and the Grantee’s contact information.
9. By March 15, 2023, complete at least two introductory calls with the Tennessee

Ryan White Part B program's Case Managers. During the call, the Grantee shall introduce key staff, go over their processes for handling insurance inquiries and enrollment, and other issues related to managing IAP and ensuring Case Managers are updated about IAP management and implementation.

10. By March 15, 2023, submit a draft version of the reports, as specified in the table under Section A.6.a, for the Tennessee Ryan White Part B programs review and comments.

**b. Operational phase (beginning April 1, 2023)**

1. Effective April 1, 2023 the Grantee shall provide IAP Benefits Management Services for five thousand five hundred (5,500) Clients enrolled in the IAP to include the items listed below. Any data transmission containing Personal Identifiable Information (PII) and Protected Health Information (PHI) will be encrypted as stipulated in Section A.5.a.(2) above.
2. Before their due date, pay health insurance premiums and cost sharing expenses, as appropriate, on health insurance policies that meet the eligibility criteria for Ryan White Part B IAP Clients, up to the current monthly maximum and annual cap amounts for individuals enrolled in IAP as authorized by the most current IAP policy.
3. The Grantee shall:
  - i. Pay insurance policy premiums for Ryan White clients before they are due, to ensure Ryan White clients continue to have insurance coverage during preceding months.
    1. Ensure payment of insurance premium amounts shall only be made to the following: insurance companies, and/or to participating health care providers.
    2. Issue a payment for one (1) month's premium to the enrolled IAP Client's insurance company.
      - a. For new or re-instated IAP clients, the Grantee shall issue a payment for one (1) month's insurance premium, within ten (10) business days of receipt of an approved application for newly enrolled or re-instated IAP client. Following the initial premiums payment, the insurance premium payment will be made each month per the insurance premium's billing due date, for the remainder of the Ryan White Part B Federal Funding Year.
    3. Pay medical and pharmaceutical co-pays/co-insurance/cost-shares that are necessary to pay per insurance plans, when Ryan White clients complete medical appointments, gain medical/clinical services, and/or fill/dispense prescriptions for drugs/medicine for their medical care.
      - a. All medical and pharmaceutical co-pays/co-insurance/cost-shares shall be paid within 30 calendar days of when the Grantee receives the co-pay/co-insurance/cost-share invoice/bill.
      - b. If it is not possible to pay the co-pays/co-insurance/cost-shares within 30 calendar days, the Grantee shall contact the Tennessee Ryan White Part B program and shall provide the reasoning for completing a payment after 30 calendar days. The Grantee shall work with the Ryan White Part B program to move ahead with the payment after 30 calendar days or establish the reason for non-payment and claim denial.

- c. If the Grantee is at-fault, as determined solely by the State, for not completing a timely payment of the co-pay/co-insurance/cost-share after 30 calendar days, such as the Grantee received the co-pay/co-insurance/cost-share but due to program error, delayed processing, staffing errors, or other causes, the Grantee shall be responsible for paying the co-pay/co-insurance/cost-share, but may not invoice or gain reimbursement for the payment.
    - d. Timely co-pay/co-insurance/cost-share payments submitted after March 31 of any year that are for services rendered prior to April 1 of that year, must be indicated on separate invoicing, noting that those expenses were incurred "Prior Grant Year."
4. Pay and process other health care claims forms, for each Client's cost sharing expenses (such out-of-pocket expenses/fees) within 30 calendar days of when the Grantee received the invoice, and within the Annual Benefit Cap and monthly maximum expenditure for each Client.
  - i. If it is not possible to pay the health care claims within 30 calendar days, the Grantee shall contact the Tennessee Ryan White Part B program and shall provide the reasoning for completing a payment after 30 calendar days. The Grantee shall work with the Ryan White Part B program to move ahead with the payment after 30 calendar days or establish the reason for non-payment and claim denial.
  - ii. If the Grantee is at-fault, as determined solely by the State, for not completing a timely payment of the health care claims after 30 calendar days, such as the Grantee received the health care claims but due to program error, delayed processing, staffing errors, or other causes, the Grantee shall be responsible for paying the health care claims, but may not invoice or gain reimbursement for the payment.
  - iii. Timely Claims otherwise submitted after March 31 of any year that are for services rendered prior to April 1 of that year, must be indicated on separate invoicing, noting that those expenses were incurred "Prior Grant Year."
5. The Ryan White Part B Insurance Assistance program shall not cover any cost incurred that the client's insurance plan does not cover. Additionally, the Ryan White Part B Insurance Assistance program shall not cover inpatient or emergency room services.
6. Notify providers in writing within seven business days if a claim is denied, explain the reason the claim was not paid, e.g., the person was not enrolled in IAP on the date of service.
7. Enroll new Clients into the program as approvals are received from the State, brokers or Case Managers within five (5) business days of receipt. This process shall include: adding the new Client to the IAP database; issuing them a Client IAP identification card; notifying the Client in writing that the grantee agrees to pay premiums, if assistance is requested; cost sharing expenses as required by the Client's health insurance policy; and the date the first payment will be made, if applicable. Client IAP cards must include the Client's name, eligibility date, Client identification number, the Grantee's contact information, and covered and non-covered services.
8. Ensure that the Grantee collects any insurance refunds checks and credits and apply these proceeds back into the program, to reflect a reduction in program expenditures. Any refunds and credits need to be immediately reported back to the State via secure messaging noting:

- Client ID/RWES number
  - Refund/Credit Source
  - Amount
9. Ensure Client's insurance policies comply with relevant Ryan White Part B HIV Drug Assistance Program (HDAP) and IAP Program Policies by reviewing all health insurance policies submitted by Case Managers (Attachment 1).
  10. Initiate a new Client account for each new applicant, projecting the monthly and annual cost for maintaining insurance coverage for the remainder of the current Ryan White Part B Federal Funding Year, and the remaining unencumbered IAP resources.
  11. Maintain the Client's confidentiality related to HIV status, by avoiding any reference to HIV/AIDS on payments, or other correspondence.
  12. Submit an electronic file each month (to be submitted on the 15<sup>th</sup> of each month) to the Ryan White Part B Program Director, ADAP Director, ADAP Coordinator, and Ryan White Accountant and/or other designee that forecasts the projected anticipated costs of the program. This file shall contain two (2) worksheets and be maintained in excel format. One worksheet will contain the projected forecasted costs through the end of the State's fiscal year (July-June), and the other worksheet will contain the projected anticipated costs for the Ryan White Grant year (April-March).

The costs to be reported shall include: 1) Insurance premiums; and 2) Remaining deductibles (for medical services and pharmaceutical/drug prescriptions/services)

Each monthly report will be cumulative. For example, the report for August for the State fiscal year will consider the funds already expended for July and August, and project the amount of funds to be expended for the remaining ten (10) months in the State fiscal year. In a like manner, the projection worksheet will be cumulative for amounts spent and to project the amount of funds to be expended for the remaining Ryan White Grant year.

The projected costs shall be calculated by considering funds already expended and reported and then projecting the amount to be spent for the remaining period. The projected costs shall consider the dynamics of the insurance plans provided to Ryan White Clients, including the co-pays, co-insurance, deductibles, and out-of-pocket costs. The projected costs shall consider when Clients are likely to reach deductible and/or out-of-pocket limits, and how this impacts future co-insurance, co-pays, and other costs associated with Clients' insurance plans, and the overall costs of the insurance program for the remainder of the State's fiscal year, and the Ryan White Grant year.

These projections shall consider all approved receipts and all anticipated costs for each individual. The data shall be summarized and presented utilizing the worksheet listed above. These reports shall be submitted within five (5) business days following the end of each month. The written request shall be submitted to:  
Division of Administrative Services  
Fiscal Services Section  
Tennessee Department of Health  
Andrew Johnson Tower, 6<sup>th</sup> Floor  
710 James Robertson Parkway Nashville, TN 37243

13. Submit electronic files monthly (to be submitted by the 15<sup>th</sup> of each month), noting all prescription costs that were paid for Clients on the insurance program. The report shall be used for collecting rebate revenue for the Ryan White Part B program, to allow the program to continue to support IAP, HDAP, and other Ryan White Core Medical and Support Services. Please see section A.6.e. for more information.
14. Maintain quality standards to: 1) prevent the submission of duplicate co-pay/deductible payments in the Prescription and Drug Payment Report (utilized for rebate claims, see sections A.6.a and A.6.e.); 2) monitor co-pay/deductible payments for prescriptions, and highlight any payments that are 20 percent higher and lower than the average prescription payments, and notify the Ryan White Part B team if prescription payments higher and lower than the average prescription payment are found; 3) detect if a prescription co-pay is for a prescription that was dispensed at a 340b status pharmacy, and if so please alert the Ryan White Part B program immediately as this is not accepted by the Ryan White Part B program; and 4) identify if pharmacies do not provide the data for the 340b rebate string (see section A.6.e), and/or if pharmacies where prescriptions are being dispensed for Ryan White Clients are included on the HRSA pharmacy exclusion list, and advise/prevent Ryan White Clients from having prescriptions dispensed at these pharmacies.
15. Inform Ryan White Part B Program staff and the Client's Case Manager of any information that might jeopardize the Client's eligibility for continued participation in the IAP, for example, a change in residency or income.
16. Contact the Ryan White Part B Program staff for approval before making any payments in excess of the Maximum Monthly Expenditure amount per Client.
17. Lead Affordable Care Act (ACA) enrollment process during November and December, in order to assure Ryan White Clients are able to gain ACA-approved health insurance plans for enrollment on to IAP, and/or current Ryan White Clients can re-enroll on to their existing health insurance plans that are covered by IAP. This shall include meeting with the Ryan White Part B program annually in September and October to discuss and agree to a plan of action for ensuring timely enrollment of clients and developing methods for communication and problem solving.
18. Work with Case Managers and new Ryan White Clients to enroll the new Clients on to ACA health insurance plans (assuming they qualify for ACA enrollment due to a qualifying event) to access IAP, during the non-ACA enrollment period.
19. Provide at least one (1) training session annually to Case Managers on a date mutually agreeable to the State and the Grantee to review current IAP program management and any planned changes to future IAP activities. Further, the Grantee program director shall attend the annual statewide HIV meeting, that is organized and hosted by the State. The annual statewide HIV meeting is usually scheduled for two to three days during the first week of March. The State will inform the Grantee about the exact dates and location of the annual statewide HIV meeting by December of the previous year.

20. Translate all Client materials into Spanish consistent with the Americans with Disabilities Act as requested by the State.
21. Submit all written communication for Clients or Case Managers for external distribution to the Ryan White Part B Program for approval prior to distribution.
22. Communicate with Clients, Case Managers and Ryan White Part B staff about any problems encountered regarding policy or benefits requirements.
23. Communicate with Clients, Case Managers, and other appropriate entities about which pharmacies, health networks, and other entities are supported by IAP and the Ryan White Part B program. This may be necessary to prevent loss of program revenue, provide clarity to Clients on where to seek health care and services, and stop unallowable practices such as requesting rebates for drugs bought at the 340b price at 340b qualifying entities. Medication co-pay/deductible claims will not be paid if the medication was issued from a 340B pharmacy.
24. Schedule and organize a monthly meeting/conference call with the ADAP Director and ADAP Coordinator, and other relevant Ryan White Part B staff, to go over the program's implementation, challenges, successes, and budget.
25. Complete a quarterly report (or as requested) to provide insurance plan types (ACA, employer, Medicare, and Medicaid) and premium costs per Client (see sections A.6.a and A.6.g for more information).
26. Complete the monthly report regarding number of Ryan White Clients that are also on Medicare Part D (to be submitted on the 5<sup>th</sup> of each month). Please see sections A.6.a, and A.6.h. for more information.
27. Establish new business agreements and maintaining existing agreements with insurance companies, pharmacies, health providers, and with employers, as new Clients are added.
28. Ensure adequate staffing resources to support operations during the hours of 8:00 am to 4:30 pm., Central Time, Monday through Friday, excluding State holidays.
29. Securely maintain electronic files, and paper copies in locked file cabinets of Client records for a minimum of five (5) years after the end of the contract period. Grantee shall destroy the Client records following the end of the five (5) year period after the contract ends.
30. Establish business agreements with Client employers (for Clients receiving insurance through their employer), and with new providers, as new Clients join IAP.
31. Have the ability to respond to callers in English and Spanish.

c. **End of Contract Turnover phase (beginning eight months prior to the conclusion of the contract term)** The succeeding grantee shall coordinate with the incumbent Grantee to facilitate a seamless transition of services by performing the following tasks:

1. Share and gain a copy of each Client's health insurance policy, contact information for each insurance company and health provider, within five (5)

business days of a request from the succeeding Grantee.

2. Share and gain an electronic copy of the Client Database file, listing all Clients and showing a history of transactions, when premiums are due, and the amount of deductible that has been paid, within five (5) business days of a request from the succeeding Grantee.

A.6. Reporting Requirements.

- a. The table below lists a summary of 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.

All reports shall be submitted via the RWES data reporting portal. RWES is considered a secure system that is housed on Tennessee Department of Health's secure servers with limited access. This will allow submitting and sharing reports that may contain PHI and PII.

Report	Due Date (Cadence of Reporting)	Notes
Monthly Insurance Assistance Program Reports	Monthly (15 <sup>th</sup> of the month, reporting on activities from the previous month)	Please see section A.6.d.
Quarterly Insurance Assistance Program Reports	Quarterly (July 15, October 15, January 15, April 15)	Includes a cumulative calculation of the Monthly Insurance Program Reports for the past three (3) months. Please see section A.6.d for more details.
Annual Insurance Assistance Program Reports	April 15 (starts April 15, 2023)	Includes a cumulative calculation of the Monthly Insurance Program Reports for the past twelve (12) months. Please see section A.6.d for more details.
Prescription and Drug Payment Report	Monthly (15 <sup>th</sup> of the month)	Please see section A.6.e. for more details.
Quality Assurance Reports	Quarterly (July 15, October 15, January 15, April 15)	Please see section A.6.f. for more details.
Quarterly Insurance Plan Report	Quarterly (July 15, October 15, January 15, April 15)	Please see section A.6.g. for more details.
Monthly Report Regarding Ryan White Part B Clients on Medicare Part D	Monthly (5 <sup>th</sup> of the month)	Please see section A.6.h for more details.
Other Reports as Requested	To be determined	During the course of the grant, the Grantee may be asked to provide reports, data, and other information to assist with the Ryan White program management, planning,



		forecasting, and reporting to HRSA, CDC, and TDH.
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- b. The Grantee shall develop and maintain a Client Database in a format that is approved by the State, for the statewide population of Ryan White Part B IAP Clients. The database shall keep confidential Client Level Data, including enrollment dates and insurance policies. This database shall automatically generate routine monthly reports and track premium and cost sharing payments. This database shall also be used to generate custom reports as requested by the State. This database must be maintained within the United States and be available at all times for inspection by the Ryan White Part B Program.
- c. The Grantee shall maintain auditable records of all payments, account balances, client enrollments and client dis-enrollments from IAP that are subject to evaluation, monitoring, and audit by the Tennessee Ryan White Part B program.
- d. The Grantee shall submit monthly, quarterly, and annual Insurance Assistance Program Reports to the Ryan White IAP Coordinator (or designee) to denote the number of Ryan White clients enrolled in IAP. As noted in section A.6.a, the reports shall include:
- i. RWES number for each Ryan White client enrolled in IAP
  - ii. The number of Ryan White Clients enrolled in IAP:
    1. By plan type
      - a. On Market
      - b. Off Market
      - c. Employer
      - d. TennCare (Medicaid)
      - e. Medicare
    2. Monthly cost of the IAP
      - a. Disaggregated by type of co-pay/co-insurance/deductible paid (pharmacy or medical services) per Client.
    3. Projected/forecasted cost of the IAP program for the remaining months of the State fiscal year (July-June), and the Ryan White Grant Year (April-March),
      - a. Disaggregated for the whole program by type of co-pay/co-insurance/deductible to be paid (medical service, prescription/drug purchase)
    4. By total number of IAP Clients (new and current Clients), and by total number of new IAP Clients. The reporting of total number of IAP clients and new IAP clients shall be disaggregated by:
      - a. By gender
        - i. Male
        - ii. Female
        - iii. Transgender
        - iv. Unknown
      - b. By race
      - c. By age
        - i. Under two years
        - ii. Two to 12 years
        - iii. 13 to 24 years
        - iv. 25 to 44 years
        - v. 45 to 65 years

- vi. Over 65 years
  - d. By poverty level:
    - i. 100 percent or less of Federal Poverty Level (FPL)
    - ii. 101 percent to 138 percent of FPL
    - iii. 139 percent to 200 percent of FPL
    - iv. 201 percent to 250 percent of FPL
    - v. 251 percent to 300 percent of FPL
    - vi. 301 percent to 400 percent of FPL
    - vii. 201 percent to 250 percent of FPL
    - viii. 251 percent to 300 percent of FPL
    - ix. 301 percent to 400 percent of FPL
  - e. By region of residency
    - i. Middle Tennessee-TGA (Cannon, Cheatham, Davidson, Dickson, Hickman, Macon, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson, and Wilson counties)
    - ii. Middle Tennessee-Non-TGA (Stewart, Houston, Humphreys, Montgomery, Perry, Maury, Marshall, Bedford, Coffee, Moore, Wayne, Lawrence, Giles, Lincoln, Macon, Clay, Pickett, Smith, Jackson, Overton, Fentress, Putnam, Dekalb, White, Cumberland, Warren, and Van Buren counties)
    - iii. Southwest Tennessee (Shelby, Fayette, and Tipton counties)
    - iv. West Tennessee (Lake, Obion, Weakley, Henry, Benton, Dyer, Gibson, Carroll, Lauderdale, Crockett, Madison, Henderson, Decatur, Hardin, McNairy, Hardeman, and Haywood counties)
    - v. Southeast Tennessee (Franklin, Grundy, Marion, Hamilton, Bradley, Polk, McMinn, Meigs, Rhea, Bledsoe, and Sequatchie counties)
    - vi. East Tennessee (Morgan, Scott, Campbell, Claiborne, Union, Anderson, Granger, Hamblen, Jefferson, Cocke, Sevier, Blount, Monroe, Loudon, Roane, Knox, Hancock, Hawkins, Greene, Washington, Unicoi, Carter, Johnson, and Sullivan counties)
  - f. By Zip code for enrolled clients.
- iii. Each report shall be submitted to the Ryan White Part B Program by the fifteenth of the following month for each applicable timeframe and shall be in the format described by the Ryan White Part B Program. Monthly reports will be submitted each month beginning with the first (1<sup>st</sup>) full month of the signed contract.
1. The first (1<sup>st</sup>) quarterly report will cover the time period of April 1, 2023 through May 30, 2023. All other quarterly reports will be due on the fifteenth (15<sup>th</sup>) day of the month following the end of the calendar quarter.
  2. The first (1<sup>st</sup>) annual report will be due on October 15, 2023 and will cover the time period of March 1, 2023 through September 30, 2023. All other annual reports will be due on April 15<sup>th</sup> of each subsequent year, for periods beginning

April 1.

- e. The Grantee shall submit a monthly (due on the 15<sup>th</sup> of the month) electronic Excel spreadsheet report that provides information on all medication prescription dispensed and co-pays/co-insurance/cost shares that were provided for Clients during the previous month. The data from this report shall include all data elements necessary to claim 340B drug rebates from pharmaceutical manufacturers, on prescriptions for which a cost sharing payment was made using Ryan White Part B funds. Pharmacy vendors must provide all required data elements in order to be a participating provider. Co-pay/co-insurance/cost-share payments shall not be made without providers supplying these data elements. The data elements to be included in the monthly electronic excel spreadsheet report shall include the following listed in the table below:

Data Element	Element Description
RWES Client Number	The RWES number for the Client, for which a medical prescription was dispensed, and the co-pays/co-insurance/cost shares was completed.
National Drug Code (NDC)	That national drug code for the medication that was paid for under the insurance co-pay. This shall be based on the Centers for Medicare and Medicaid Services standard, including the labeler, product, or package code segments in a set format.
Brand Name	The Food and Drug Administration list name of the medication.
Dispense Date	The date when the medication was dispensed by the pharmacy to the client.
Dispense Units	The number of units of the medication that were dispensed to the Client.
Invoice Date	The date when the Grantee was paid for the prescription dispensed costs.
Claim Number	This is the number assigned by the Grantee for the Copay/Deductible claim payment to the Pharmacy. This should be unique to each prescription claim.
Pharmacy National Provider Identifier (NPI)	The unique NPI assigned to the pharmacy that dispensed the medication.
Prescription Number Assigned by Pharmacy	The prescription number for the medication that was dispensed to the Client.  This information is necessary for the Ryan White Part B program to claim program income and the 340b rebates to continue to fund IAP.
Primary Payment Amount	The amount paid by the insurance plan for the prescription dispensed.
Primary Payer Name	The name of the insurance company or other entity (Medicare, Employer Insurance, Medicaid/TennCare, etc.) that was the primary payer for the medication.
Co-Pay Paid by ADAP (Yes/No)	Noting if IAP paid for the insurance related costs for the prescription dispensed.
Insurance Premium Paid by ADAP (Yes/No)	Noting if IAP paid for the insurance premium that covered the prescription dispensed costs.
Type of Coverage	Noting the type of insurance that covered the prescription dispensed costs (Private Insurance, Medicare, Medicaid/TennCare, Employer Insurance, other)

- f. The Grantee shall submit to the State quarterly Quality Assurance reports documenting the Grantee's self-audit of a random sampling of ten percent (10%) of their Client files per quarter. The audit will check for Client eligibility documentation; that claims for services dated prior to the Client's eligibility date were not paid; that paid amounts do not exceed billed amounts; to check for duplicate payments; that premiums were accurately paid; and ensure that claims were processed within fifteen (15) business days. These plans

are due to the State by the fifteenth (15<sup>th</sup>) of the month (July 15<sup>th</sup>; October 15<sup>th</sup>; January 15<sup>th</sup>; and April 15<sup>th</sup>) following the end of each quarter.

- g. The Grantee shall submit to the State quarterly Insurance Plan reports documenting the insurance plan types provided to each Client (only listing the Client's RWES number instead of name), such as ACA health insurance plan, Medicare, Medicaid, and/or other insurance plans. The report shall also provide the premium costs per each Client's insurance plan.
- h. The Grantee shall submit to the State a monthly report regarding all Ryan White Clients that are also enrolled on Medicare Part D. The data from this report is a requirement for all Ryan White programs to submit to Centers for Medicare and Medicaid Services on a monthly basis. The content and format for this report are described in the AIDS Drug Assistance Program (ADAP) Data Sharing Agreement User Guide, Version 1.7, Rev. 2020/5 October: <https://www.cms.gov/files/document/adap-dsa-user-guide-october-2020.pdf>
- i. The Grantee shall meet the performance indicators identified below related to claims processing and premium payments. If the Grantee fails to meet these benchmarks, the Grantee shall be required to develop and submit a corrective action plan 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 increase to, or above, the acceptable percentage for that benchmark, for a full quarter.

Performance Indicator	Data Source	Description	Target	Benchmark
Timely Submission of Required Reports and Data	Reports to be completed in section A.6.	# of reports submitted on-time	One hundred percent (100%)	One hundred percent (100%) Accuracy
Payments	Monthly Report	# of claims paid accurately upon initial submission	One hundred percent (100%)	One hundred percent (100%) Accuracy
Timely Payment of Premiums	Monthly Report	# of premiums paid by due date	One hundred percent (100%)	One hundred percent (100%) Accuracy
Timely Payment of Claims	Client/MCM Complaints	# of claims paid within fifteen (15) business days of receipt	One hundred percent (100%)	One-hundred100 percent (100%) Accuracy

A.7. Service Requirements.

Requirements	Contract Section*	Delivery Date	Due to Whom?*	Requested Format
Provide a physical address, procure all necessary equipment to perform start-up functions, and have	A.5 a. (1)	Jan 01, 2023	State	Electronically

Requirements	Contract Section*	Delivery Date	Due to Whom?*	Requested Format
staff available to be trained during transition				
Designate staff to gain access to RWES	A.5.a.(3)	Jan 5, 2023	State	Electronically
Establish business agreements with current participating insurance companies, health providers, pharmacies, etc.	A.5 a.(6)	Jan 20, 2023	N/A	Mail/Electronically
Initiate a Client account for each current IAP Client	A.5 a.(7)	Feb 01, 2023	N/A	N/A
Notify all existing Clients in writing and issue a Client identification card.	A.5.a.(8)	Feb 15, 2023	RW Part B Clients	Mail/Electronically
Provide IAP Benefits Management Services	A.5 b.1.	April 1, 2023	RW Part B enrolled Clients	N/A

A.8. The State shall:

- (1) Provide the Grantee with:
  - a. an eligibility and claims history for current Clients;
  - b. the anticipated first month cost of premiums; and
  - c. cost sharing expenses during the operational phase (beginning August 1, 2020) for a maximum of five thousand five hundred (5,500) IAP Clients.
  - d. Assistance with transition of the program between grantees.
- (2) Provide to the Grantee approved program applications for new Clients who have been determined eligible for the Ryan White Part B IAP, which includes demographic information required for processing claims and corresponding with the Clients, their insurance carriers and providers, when cost sharing payments shall be made.
- (3) Provide to the Grantee access to RWES, in order to share reports and program data, and for the Grantee to receive updated information each time a person is newly enrolled, reinstated, recertified, or dis-enrolled from IAP.
- (4) Provide to the Grantee via Case Manager a copy of each Client's health insurance policy, along with premium due dates.
- (5) Provide to the Grantee copies of relevant State policies.
- (6) Review the Client Annual Benefit Cap on at least a quarterly basis and adjust as needed and shall notify the Grantee when such action is taken.

- (7) Provide to the Grantee a list of participating health care providers, pharmacies, and insurance companies working with IAP and the Tennessee Ryan White Part B Program.
- (8) Provide to the Grantee a copy of the Ryan White Part B drug formulary and updates as changes occur.
- (9) The State shall store all program reports as described in section A.6. within a separate secure storage folder on the Tennessee Department of Health's internal secure drives. Access to the separate secure storage folder shall be limited to certain Ryan White Part B staff and fiscal/budget staff at the Tennessee Department of Health that are provided authorization by the ADAP Director.
- (10) Provide to the Grantee the dates and location of the annual statewide HIV meeting (usually takes in early March), by the December of the previous year.
- (11) Provide to the Grantee the insurance plans that the Ryan White Part B program shall support for the next ACA insurance plan year. This shall also include the pharmacies and health care networks that the IAP shall support during the ACA insurance plan year. This information shall be sent to the Grantee each October.
- (12) Provide payment to the Grantee via a Client Fee for each Client enrolled in the IAP program on a monthly basis. The payment will be based on the number of Clients enrolled in IAP, as reported in the Monthly Insurance Assistance Program Report of Clients enrolled on IAP each month (see section A.6.d.). The Client fee shall be proposed by the Grantee for the start of this contract, and on an annual basis thereafter. The Client fee shall be open for discussion between the Grantee and Ryan White Part B program and shall be agreed upon no later than March 15. Agreement on an increased Client fee shall be associated with the Grantee's proposed activities for the program year, and their performance against the indicators noted in section A.6.i, and their timely submission of the reports described in section A.6. The Client Fee shall be inclusive of the following, which shall be presented in detail to the Ryan White Part B program to understand how the Client Fee was derived:
  - i. The administrative and management costs for implementing the IAP program
  - ii. The salaries and benefits for the Grantee's staff that will implement, administer, and manage the IAP program.
  - iii. Other associated costs related to the implementation and management of the IAP program (office equipment and supplies, telecommunications and information technology costs, subcontract fees, office space rental/mortgages, and other associated costs).

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 non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, 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. Sub recipients must 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 must be sent in writing to the awarding agency 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 10SWH-03  
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) 205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email:  
[MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371, Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.



Non-Federal entities that have received a Federal award including the terms and conditions outlined in Appendix XII are required to report certain civil, criminal, or administrative proceeds to [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in § 75.371, including suspension or debarment. (See 2 CFR parts 180 and 376). **Recipient integrity and performance matters.** If the total Federal share of the Federal award is more than \$500,000 over the period of performance, [Appendix XII to CFR Part 200](#) is applicable to this award.

A.14. Federal Government Audit If the recipient is audited by HRSA and a repayment of federal funds is required based on the activities of the subrecipient, the subrecipient shall repay the State of Tennessee for the repayments and penalties. The subrecipient is responsible for all Ryan White HIV/AIDS Program rules and requirements as outlined in the Public Health Service Act- Title XXVI, Policy Clarification #16-02, and HRSA/HAB National Monitoring Standards for Ryan White Part B Grantees: Program – Part B.

A.15. Monthly and Final Reconciliation: With the submission of the monthly invoice, Grantee must submit a reconciliation statement between actual expenditures and reimbursement received for the prior months year-to-date. If Grantee has been reimbursed more than the actual expenditures incurred during the contract term, those funds in excess of the actual expenditures incurred during the contract term must be refunded to the State.

At the end of the contract term, Grantee is to provide to the State a final reconciliation statement, accounting for what has been reimbursed during the contract term, versus the actual expenditures. If Grantee has been reimbursed more than the actual expenditures incurred during the contract term, those funds in excess of the actual expenditures incurred during the contract term must be refunded to the State.

A.16. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

A.17. 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 3) incorporated to elaborate supplementary scope of services specifications.

A.18. Since the Grantee shall possess the health insurance information for all Ryan White clients in Tennessee, the Grantee and its subgrantees shall not possess a 340b registered pharmacy that fills/dispenses prescriptions for Ryan White clients in Tennessee. If the Grantee and/or its subgrantees chooses to open or operate a 340b pharmacy that fills/dispenses prescriptions for Ryan White Clients in Tennessee, this shall be deemed a conflict of interest, and shall result in the termination of this Grant.

A.19. The Grantee is advised that a unilateral Term Extension under Section B.3. will only be utilized by the State to avoid lapse of this Grant Contract while a mutual Renewal Option is being executed under Section B.2.

A.20. Upon approval of this Grant Contract, the State will provide via email to the Grantee an invoice template in Excel format that meets the requirements of Sections C.3-C.5. The Grantee is required to use this template to create all invoice submissions. If the Grantee has not received the invoice template within 30 days of the contract approval, please contact [contracts.hiv@tn.gov](mailto:contracts.hiv@tn.gov).

- A.21. Sub-awardee Data Request– In accordance with the Federal Funding Accountability and Transparency Act (FFATA) [<https://www.hhs.gov/grants/grants-policies-regulations/ffata-guidelines/index.html>], prime awardees of federally funded grants will report sub-awardee information. Upon notification of award (RFP# 34349-03823) the Grantee will complete and provide a FFATA sub-awardee data request worksheet supplied by the State.
- A.22. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

**B. TERM OF GRANT CONTRACT:**

- B.1. This Grant Contract shall be effective on **DATE** (“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 4, 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 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:  
[Invoices.hiv@tn.gov](mailto:Invoices.hiv@tn.gov) as an email attachment, using the invoice template provided by the State. (Please compress/zip files that are oversized. Please include multiple related files in each compressed/zip folder.)
- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).

- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of 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.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit 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 4).

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the 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 Term 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.

Furthermore, if the grantee is a non-profit entity, then that grantee would be prohibited from passing on (or subcontracting) the award to any for-profit entities. Under no circumstances, shall the eligibility requirements that apply to first-level entities pursuant to federal regulations concerning this award be avoided when attempting to subcontract the services performed under this Grant Contract.

- 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:

Phadre Johnson, 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: Phadre.Johnson@tn.gov  
Telephone #: (615) 532-6509

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 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 5 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 7 shall complete Attachment 8. 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 addressed to: 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.

- 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

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, 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 Grant 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. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided 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 Grant Contract.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant 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 Grant 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 Grant 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 Grant Contract in relation to PII. Upon termination or expiration of the Grant 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 Grant 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 Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant 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 C.F.R. § 170.320 (and sub awards); 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 sub awards); 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 § 6104 of the Internal Revenue Code of 1986. (To determine if

the public has access to the compensation information, see the U.S. Security 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 Grant Contract is established.
- c. If this Grant 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 amendment to this Grant becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant 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 Standards Organization ("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. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee 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: 24 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 Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.10. Requirements for HRSA Supported Publications- Per the standard terms for all Ryan White programmed activities, the contractor is required to state the following when issuing statements, press releases, request for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding:

“This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with nongovernmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government.”

Examples of HRSA supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, and issue briefs.

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME:**

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**GRANTEE SIGNATURE**

**DATE**

---

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

**DEPARTMENT OF HEALTH:**

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**MORGAN MCDONALD, MD, FACP, FAAP, INTERIM COMMISSIONER**

**DATE**

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**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**

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	
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)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	
Name and contact information for the pass-through entity 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 3**

Placeholder for awarded proposal.

**ATTACHMENT 4**

**GRANT BUDGET (BUDGET PAGE 1)**

<b>ADDITIONAL IDENTIFICATION INFORMATION AS NECESSARY</b>				
<b>APPLICABLE PERIOD:</b> The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning <b>DATE</b> , and ending <b>DATE</b> .				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b> (detail schedule(s) attached as applicable)	<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>	\$0.00	\$0.00	\$0.00

<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 5**

See Excel Spreadsheet "RFP Attachment 5".

**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 and any activities that were not completed).*

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**\*Submit copies to:**

**Contracts.hiv@tn.gov**

**RW.Invoices@tn.gov**

**TN Department of Finance and Administration fa.audit@tn.gov**

**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 contracts.[hiv@tn.gov](mailto:hiv@tn.gov) and [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.

<b>Type of funds expended</b>	<b>Estimated amount of funds expended by end of Grantee’s fiscal year</b>
Federal pass-through funds <ul style="list-style-type: none"><li>a. Funds passed through the State of Tennessee</li><li>b. Funds passed through any other entity</li></ul>	a. 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:

**Parent Child Information**

Send completed documents as a PDF file to [contracts.hiv@tn.gov](mailto:contracts.hiv@tn.gov) and [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: \_\_\_\_\_

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**Tennessee Insurance Assistance Program (IAP) Enrollment by Month, 2019-2021****Tennessee Insurance Assistance Program (IAP) Enrollment by Month, 2019-2021**

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	January	February	March	April	May	June	July	August	September	October	November	December
2019	5,427	5,481	5,562	4,773	4,844	4,901	4,972	5,016	5,040	5,059	5,203	5,737
2020	5,882	5,962	6,002	5,225	5,269	5,304	5,367	5,402	5,274	5,481	5,522	5,769
2021	5,942	5,985	6,175	4,788	4,967	5,132	5,177	5,321	5,383	5,510	5,621	5,799

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Source: Tennessee Insurance Assistance Program data, 2019-2021