



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
310 Great Circle Road
NASHVILLE, TENNESSEE 37243

February 28, 2013

Lucian Geise, Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN 37243

Attention: Ms. Leni Chick

RE: Health Management Systems, Inc. #1
QSource – Non Competitive Contract

Dear Mr. Geise:

The Department of Finance and Administration, Division of Health Care Finance and Administration, is submitting for consideration by the Fiscal Review Committee amendment #1 to Health Management Systems, Inc. This competitively procured contract is being amended to provide additional funds sufficient to reimburse the Contractor as they carry out the obligations of this contract. Due to the higher than anticipated recovery of third party liability and Medicaid payment funds by this Contractor, the proposed amendment is needed to increase the maximum liability to provide compensation to the Contractor. Per contract Section C.3, the amount paid to this contractor is a percentage of funds recovered for the State.

Additionally, we are submitting for consideration a non competitive contract with **QSource** for the provision of administrative, technical assistance and training to Priority Medicaid Providers (PMPs) to implement health information technology and achieve Meaningful Use. Meaningful Use is an umbrella term for the rules and regulations that hospitals and physicians must meet in order to qualify for federal incentive funding under the American Recovery and Reinvestment Act. Qsource serves as the federally qualified quality improvement organization in Tennessee and sole provider of Regional Extension Center (REC) services assisting providers statewide with the adoption of Health Information Technology (HIT) in the State of Tennessee. Funding for this contract is 90% federally funded by the Centers for Medicare and Medicaid Services.

Mr. Lucian Geise, Director
February 28, 2013

Page 2

The Department of Finance and Administration, Division of Health Care Finance and Administration, respectfully submits the above referenced amendment and contract for consideration and approval by the Fiscal Review Committee.

Sincerely,



Casey Dungan
Chief Financial Officer

cc: Darin J. Gordon, Deputy Commissioner
Alma Chilton, Director of Contracts

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Casey Dungan	*Contact Phone:	615-507-6384		
*Original Contract Number:		*Original RFS Number:	31865-00511		
Edison Contract Number: <i>(if applicable)</i>		Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	May 1, 2013	*Current End Date:	April 30, 2015		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Finance and Administration				
*Division:	Health Care Finance and Administration Office of e-Health Initiatives				
*Date Submitted:	February 28, 2013				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	YES				
*Contract Vendor Name:	Qsource				
*Current Maximum Liability:	\$5,200,000.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2013	FY:2014	FY:2015	FY:	FY	FY
\$433,000.00	\$2,600,000.00	\$2,167,000.00	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			NA		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			NA		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			NA		
*Contract	State:	\$520,000.00	Federal:	\$4,680,000.00	

Supplemental Documentation Required for
Fiscal Review Committee

Funding Source/Amount:				
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>				
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$5,200,000.00		

Supplemental Documentation Required for
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Administrative and Technical Assistance – Completion of Section A.2 and A.3. (Approximately 1,000 Participants Expected to Participate)	First 250 PMPs assisted \$100,000.00 Each additional 150 PMPs assisted \$20,000.00 (Total not to exceed \$200,000.00)
Milestone 1 – Completion of Section A.4.a. (Approximately 1,000 Participants Expected to Participate)	Each PMP \$1,650.00 (Total not to exceed \$1,650,000.00)
Milestone 2 – Completion of Section A.4.b. (Approximately 1,000 Participants Expected to Participate)	Each PMP \$1,650.00 (Total not to exceed \$1,650,000.00)
Milestone 3 – Completion of Section A.4.c. (Approximately 1,000 Participants Expected to Participate)	Each PMP \$1,700.00 (Total not to exceed \$1,700,000.00)

Supplemental Documentation Required for
Fiscal Review Committee

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

This contract does not represent savings to the State. The purpose of this contract is to assist Priority Medicaid Providers to implement health information technology and achieve Meaningful use in order to qualify for federal incentive funding under the American Recovery and Reinvestment Act. This contract is 90% federally funded.

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Costs associated with this contract are based on section C.3 above. Due to the fact that QSource, a non-profit that serves as the federally qualified quality improvement organization (QIO) in Tennessee and sole provider of Regional Extension Center (REC) services assisting providers statewide with the adoption of Health Information technology (HIT) in Tennessee, no other options were approached. QSource is federally qualified and provides on-going expertise with Medicaid providers.

Special Contract Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.
Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED

Chief Procurement Officer

Request Tracking #	31865--00511
1. Contracting Agency	Department of Finance And Administration Division of Health Care Finance and Administration Office of eHealth Initiatives
2. Type of Contract	<input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> No Cost <input type="checkbox"/> Revenue
3. Requestor Contact Information	Casey Dungan
4. Date Requested	February 27, 2013
5. Brief Service Caption	Administrative and technical services to accelerate eligible providers' ability to meet Meaningful Use
6. Proposed Contractor	Qsource
7. Proposed Contract Period – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	24 months May 1, 2013 – April 30, 2015
8. Maximum Contract Cost – with ALL options to extend exercised	\$ 5,200,000.00
9. Office for Information Resources Endorsement – information technology (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
10. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
11. Human Resources Support – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Has the contracting agency procured the subject service before? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, it was procured by... <input type="checkbox"/> RFP <input type="checkbox"/> Non-Competitive Negotiation <input type="checkbox"/> Another Competitive Method	
13. Will the State incur any substantial cost as a result of the subject agreement? (For No Cost or Revenue Contracts <u>only</u>)	<input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> Not Applicable

Request Tracking #	31865-00511
14. Will the State also contract with other parties interested in entering substantially the same agreement?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
15. Description of Product/Services Contractor Will Provide <p>The Contractor will provide administrative, technical assistance and training to Priority Medicaid Providers (PMPs) to implement health information technology and achieve Meaningful Use (an umbrella term for the rules and regulations that hospitals and physicians must meet in order to qualify for federal incentive funding under the American Recovery and Reinvestment Act.) Qsource serves as the federally qualified quality improvement organization in Tennessee and sole provider of Regional Extension Center (REC) services assisting providers statewide with the adoption of Health Information Technology (HIT) in the state of Tennessee. This project will be federally funded 90% by Centers for Medicare & Medicaid Services (CMS).</p>	
16. Is this product/service currently available on a statewide contract? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If YES, please explain why the current statewide contract is not being used for this procurement.	
17. Summary of State Responsibilities Under Proposed Contract (For No Cost and Revenue Contracts <u>only</u>)	
18. Explanation of Need for or Requirement Placed on the State to Acquire the Service <p>The State has a high volume of Medicaid primary care providers located in urban areas as well as high volume Medicaid specialists. Many of these providers are in practices of 10 or more providers, including many of Tennessee's five medical schools, and all must meet meaningful use in a limited amount of time. Qsource serves as the federally qualified quality improvement organization in Tennessee and sole provider of Regional Extension Center services and have the experience and means to accelerate the project.</p>	
19. Proposed Contract Impact on Current State Operations <p>To continue to control costs in Tennessee's Medicaid program, it benefits the State to have as many of these providers meet meaningful use as possible. Qsource's approach to providing state contract services is based on nearly four decades of continuous services as the federally qualified quality improvement organization (QIO) in Tennessee and sole provider of Regional Extension Center (REC) services assisting providers statewide with the adoption of Health Information Technology (HIT) in the state of Tennessee.</p>	
20. Justification – Specifically explain why the procurement method being requested is required. <p>Qsource serves as the federally qualified quality improvement organization (QIO) in Tennessee and sole provider of Regional Extension Center (REC) services assisting providers statewide with the adoption of Health Information Technology (HIT) in the state of Tennessee.</p> <p>Qsource also serves as Tennessee's principal enabler of electronic medical record technology for small and rural health care providers serving the poor and underserved; they maintain an extensive provider outreach/relations initiative; they maintain staff in all regions of Tennessee with already established provider relationships; and they have personnel, experience, resources, and capacity to quickly launch a high quality program.</p> <p>Contracting with an organization with proven expertise available and success rate, along with the negotiated rates for these services, is considered to be in the best interest of the State. Approval is requested for this non-competitive, 90% federally funded contract.</p>	
21. Contractor Selection Process and Efforts to Identify Reasonable, Competitive, Procurement Alternatives <p>Qsource serves as the federally qualified quality improvement organization (QIO) in Tennessee and sole provider of Regional Extension Center (REC) services assisting providers statewide with the adoption of Health Information Technology (HIT) in the state of Tennessee.</p>	
22. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	

Request Tracking #	31865--00511
Qsource Dawn Fitzgerald, Chief Executive Officer 3175 Lenox Park Blvd., Suite 309 Memphis, TN 38115-4260	
<p>23. Evidence of Contractor's Experience & Length Of Experience Providing the Service</p> <p>Qsource is a nonprofit, 501(c)(3) healthcare quality improvement and information technology consultancy headquartered in Tennessee since 1973. Qsource's approach to providing state contract services is based on nearly four decades of continuous services as the federally qualified quality improvement organization (QIO) in Tennessee and sole provider of Regional Extension Center (REC) services assisting providers statewide with the adoption of Health Information Technology (HIT) in the state of Tennessee. Qsource has a proven success rate with ePrescribing and provision of the DOQIT Program (Medicare pilot EHR implementation program). Additionally, the tnREC Division serves as the federally designated Regional Extension Center assisting providers in Tennessee by Assists physicians in selecting and successfully implementing certified electronic health records (EHRs) to meet the requirements of the MU EHR Incentive Program for Medicare and Medicaid grant funds. Qsource has assisted more than 1,400 physicians in tnREC's first two years, which began in February 2010.</p>	
24. Was there an initial government estimate?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
<p>25. Cost Determination Used- How did agency arrive at the price?</p> <p>Qsource based their proposal on per-provider payments based on milestone achievement along with training and administrative costs. Proposal was reviewed and negotiated by the State and then submitted and approved by Centers for Medicare & Medicaid Services (CMS).</p>	
<p>26. Documentation of Discussions with Contractor- How did agency document discussions with Contractor?</p> <p>The Office of eHealth Initiatives conducted high level meetings and brain storming sessions with Qsource. Minutes, PowerPoint presentations and other documentations are on file and available for review.</p>	
<p>27. Explanation of Fair and Reasonable Price- Explain why price is fair and reasonable under the circumstances</p> <p>Qsource based their proposal on per-provider payments based on milestone achievement along with training and administrative costs. The Proposal was reviewed and negotiated by the State and then submitted and approved by Centers for Medicare & Medicaid Services (CMS).</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p><i>M. L. Eubank 2/22/13</i></p> <p style="text-align: right;">CD</p>	



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date May 1, 2013	End Date April 30, 2015	Agency Tracking # 31865-00511	Edison Record ID
----------------------------------	-----------------------------------	---	-------------------------

Contractor Legal Entity Name Qsource	Edison Vendor ID 0000076873
--	---------------------------------------

Service Caption (one line only)
Provide administrative and technical services to accelerate Eligible Providers' (EPs) ability to meet Meaningful Use

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 93.778
---	-------------------------

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	43,000.00	390,000.00			433,000.00
2014	260,000.00	2,340,000.00			2,600,000.00
2015	217,000.00	1,950,000.00			2,167,000.00
TOTAL:	\$520,000.00	\$4,680,000.00			\$5,200,000.00

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

Ownership/Control

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

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

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

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

Speed Chart (optional) TN00000274	Account Code (optional) 70803000
---	--

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

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Office of eHealth Initiatives, hereinafter referred to as the "State" and Qsource, hereinafter referred to as the "Contractor," is for the provision of administrative and technical services to accelerate Eligible Professionals' (EPs) ability to meet Meaningful Use as further defined in the "SCOPE OF SERVICES."

The Contractor is Non-Profit Corporation.
Contractor Place of Incorporation or Organization: Tennessee
Contractor Edison Registration ID # 76873

WHEREAS, the Contractor is a Tennessee nonprofit corporation that serves as the Regional Extension Center (REC) for the State of Tennessee. One of 62 RECs across the nation, the Contractor is working rapidly to improve healthcare quality for all Tennesseans by assisting Eligible Professionals' (EPs) across the state to successfully implement electronic health record (EHR) systems and ensure they meet government requirements for HIT implementation and payment.

WHEREAS, in February, 2010, the Contractor was awarded a four (4) year contract with the Office of the National Coordinator (ONC) to recruit and assist 1,343 medical practices to achieve meaningful use of certified EHR technology, as specified by the American Recovery and Reinvestment Act (ARRA). These medical practices accounted for 20% of the priority primary care physicians in Tennessee at the time of the contract. Priority primary care physicians are defined as those working in rural, underserved or underinsured areas. The Contractor assisted these physicians to reach three milestones; (1) participate in the Medicaid or Medicare EHR Incentive programs; (2) assist to achieve a "Go Live" status (having the capability to ePrescribe and produce a quality data report from their EHR); and (3) assist to achieve Meaningful Use (MU) of an EHR, defined as the submission of a set number of quality measures.

WHEREAS, since the implementation of the Health Information for Economic and Clinical Health (HITECH), the State has worked to support the adoption and meaningful use of Health Information Technology (HIT). In service of this commitment, the State proposes to support high-volume TennCare EPs in meeting federal Meaningful Use requirements. After researching similar efforts in other states, the State proposes a program to provide funding to the Contractor to support "priority Medicaid EPs" implementation of HIT.

WHEREAS, on November 30, 2012, the State was approved for Centers for Medicare & Medicaid Services (CMS) funding as authorized under section 4201 of the American Recovery and Reinvestment Act of 2009 (ARRA), that allows 90 percent federal funding participation (FFP) for administrative activities in support of implementing an incentive payment program for Medicaid eligible professionals for the adoption and meaningful use of certified electronic health record technology.

NOW THEREFORE, the parties hereby enter into this Contract under the terms further set forth below.

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract. Definitions and terms for this Contract are located in Attachment A.
- A.2. The Contractor shall provide technical assistance services to a population, up to an additional 1,000 Priority Medicaid Providers (PMPs). The State defines PMPs as providers who met the volume thresholds (20% for pediatricians, 30% for all others), but are otherwise ineligible for

Office of National Coordinator (ONC) subsidized REC services owing to one of the following factors:

- a. The PMPs are specialists (i.e., do not meet the definition of a primary care provider);
- b. The PMPs work in a medical group which has already reached its cap of support for 10 providers; and
- c. Including additional PMPs who would exceed ONC's reimbursement cap on the total of providers that the Contractor can serve under the REC cooperative agreement.

A.3. Pursuant to the existing contract with ONC, the Contractor provides EHR implementation services including: determining eligibility for EHR incentive payment, development of customized plans for successful EHR implementation, enhancement of administrative and clinical workflows, assessment and support of staff training needs, and achievement of meaningful use of certified EHR technology. The Contractor shall enhance their EHR implementation services to include recruitment and preparation and support for the PMPs in the following areas:

- a. Technical Assistance: Provide a broad range of on-site and remote technical assistance services in order to facilitate achievement of meaningful use. Such services could include helping PMPs assess:
 1. readiness to acquire and utilize Certified EHR technology;
 2. practice workflow analysis and practice redesign options; and
 3. their staff's basic health IT skills.
- b. Administrative Assistance shall include:
 1. Vendor Selection and Implementation as Necessary: Facilitate vendor selection, offer standard contract terms and templates (as appropriate), implementation and timeline planning, etc.
 2. Meaningful Use: Work closely with PMPs to prepare for meaningful use through training on core and menu measures, understanding the practice's or clinic's current and desired state, and supporting adoption and utilization by assisting with the development of a gap analysis and action plan.

The State shall disburse payments to the Contractor according to the rates described in Section C.3.b of this contract. A list of new participants shall be attached to the invoice submitted monthly to the State.

A.4. The State shall implement the per-provider payments based on milestone achievement. The enhanced milestones for receipt of the total per-provider payments are as follows:

- a. **Milestone 1:** Contractor acquires a signed contract from the eligible PMP for REC services (33% of funding);
- b. **Milestone 2:** Assist PMP to enroll in the National Level Repository (NLR) if the PMP has not registered for the NLR previously and subsequent successful eligibility verification performed by TennCare (33% of funding received); and
- c. **Milestone 3:** Successfully achieve Stage 1 Meaningful Use (34% of funding received); and the Contractor assures that provider has attested for Meaningful Use.

The State shall disburse payments to the Contractor according to the milestone rates described in Section C.3.b of this contract. A copy of the Contract signature sheet taken from the Contract between the Contractor and eligible PMP, a screen shot of the NLR Registration Status Page and a screen shot of the provider's attestation status for meaningful use shall be attached to the invoice submitted monthly to the State.

B. CONTRACT PERIOD:

- B.1. This Contract shall be effective for the period beginning May 1, 2013, and ending on April 30, 2015. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Million, Two Hundred Thousand Dollars (\$5,200,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder, regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. 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.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Administrative and Technical Assistance – Completion of Section A.2 and A.3. (Approximately 1,000 Participants Expected to Participate)	First 250 PMPs assisted \$100,000.00 Each additional 150 PMPs assisted \$20,000.00 (Total not to exceed \$200,000.00)
Milestone 1 – Completion of Section A.4.a. (Approximately 1,000 Participants Expected to Participate)	Each PMP \$1,650.00 (Total not to exceed \$1,650,000.00)

Milestone 2 – Completion of Section A.4.b. (Approximately 1,000 Participants Expected to Participate)	Each PMP \$1,650.00 (Total not to exceed \$1,650,000.00)
Milestone 3 – Completion of Section A.4.c. (Approximately 1,000 Participants Expected to Participate)	Each PMP \$1,700.00 (Total not to exceed \$1,700,000.00)

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of Finance & Administration Division of Health Care Finance & Health Care, Office of eHealth Initiatives
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) A copy of the Contract signature sheet taken from the Contract between the Contractor and eligible PMP
 - (12) A screen shot of the NLR registration status page.
 - (13) A screen shot of the provider's attestation status for meaningful use
 - (14) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;

- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, 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 invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor 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 Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services.

- a. The State will provide notification of termination for cause in writing. This notice will: (1) Specify in reasonable detail the nature of the breach; (2) provide the contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the termination Notice; and (3) shall specify the effective date of termination in the event the contractor fails to correct the breach. The contractor must present the State with a written request detailing the efforts it will take to resolve the problem and time period for such resolution. The opportunity to "cure" shall not apply to circumstances in which the contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause delay that would impair the effectiveness of State operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
- b. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor 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. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor

shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*.
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Will Rice, Executive Director
Office of eHealth Initiatives
310 Great Circle Road
Nashville, TN 37243
Will.Rice@tn.gov
Telephone # 615-687-4945
FAX #615-532-2849

The Contractor:

Dawn FitzGerald, Chief Executive Officer
Qsource
3340 Players Club Blvd., Suite 300
Memphis, TN 38125
Email: dfitzgerald@qsource.org
Telephone #901-682-0381
FAX # 901-761-3786

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Lobbying. The Contractor 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

- E.7. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

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

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

- E.8. HIPAA and HITECH Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) under the American Recovery and Reinvestment Act of 2009 (ARRA) and their accompanying regulations, and as amended.
 - a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and HITECH and their accompanying regulations, and shall comply with all applicable HIPAA and HITECH requirements in the course of this Contract including but not limited to the following:
 - 1. Compliance with the Privacy Rule, Security Rule, Notification Rule;
 - 2. The creation of and adherence to sufficient Privacy and Security Safeguards and Policies;
 - 3. Timely Reporting of Violations in the Access, Use and Disclosure of PHI; and
 - 4. Timely Reporting of Privacy and/or Security Incidents.
 - b. Contractor warrants that it shall cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and HITECH and their accompanying regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA and HITECH.
 - c. The State and the Contractor shall sign documents, including but not limited to business associate agreements, as required by HIPAA and HITECH and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA and HITECH.
- E.9. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
 - a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.10. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The subrecipient Contractor, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
- e. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements.
 - i. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - ii. The subrecipient Contractor must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have an active Contract funded with Recovery Act funds.
 - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
 - i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or

- v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
 - i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
 - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
 - i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
 - ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices,

trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- f. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- g. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.7., "Federal Economic Stimulus Funding."

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

IN WITNESS WHEREOF,

QSOURCE:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

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

MARK A. EMKES, COMMISSIONER

DATE

TERMS AND DEFINITIONS

1. Medicare Eligible Professionals (EPs) - The American Recovery and Reinvestment Act (Recovery Act) of 2009 states in Section 1848(o)(5)(C) as added by the Recovery Action section 4101 defines the term eligible professional to mean a physician as defined in section 1861(r), which includes the following five types of professionals: doctor of medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor. These professionals are eligible for incentive payments for the "meaningful use" of certified electronic health record (EHR) technology, if all program requirements are met.

Medicaid Eligible Professionals (EPs) is defined as a physician, nurse practitioner, certified nurse-midwife, dentist, or physician assistant who provides services in a PA-led Federally Qualified Health Center or Rural health Clinic. Eligible professionals can participate for 6 years through the end of the program in 2021 with the last year to begin participation in 2016. To qualify for incentive payments, a Medicaid EP must not be hospital-based and must meet certain Medicaid patient volume criteria (30% or more; 20% if pediatrician).
2. Meaningful Use (MU) – Meaningful use of health information technology is an umbrella term for the rules and regulations that hospitals and physicians must meet in order to qualify for federal incentive funding under the American Recovery and Reinvestment Act (ARRA). ARRA authorizes the Centers for Medicare & Medicaid Services (CMS) to provide reimbursement incentives for hospitals and physicians that meet those defined criteria (rules and regulations). The MU criteria ensure that technology used for the purpose of healthcare exchange functions to both improve and demonstrate a level of quality of care. (i.e. A physician must use the technology in a "meaningful" way, not just purchase/install the technology).
3. National Level Repository (NLR) – A database that collects, updates, and processes information that is integral to participants in the Medicare and Medicaid EHR Incentive programs. Through the compiling of provider-specific information, the repository ensures data confidentiality and combats fraud while it disseminates tracks and reports on EHR incentive payments to eligible professionals, eligible hospitals and critical access hospitals.
4. Office of the National Coordinator for Health Information Technology (ONC) - This federal agency is at the forefront of the administration's health IT efforts and is a resource to the entire health system to support the adoption of health information technology and the promotion of nationwide health information exchange to improve health care. ONC is organizationally located within the Office of the Secretary for the U.S. Department of Health and Human Services (HHS).
5. Priority Medicaid Providers (PMPs). The State defines PMPs as providers who met the volume thresholds (20% for pediatricians, 30% for all others), but are otherwise ineligible for Office of National Coordinator (ONC) subsidized REC services who meet qualifying factors.
6. Regional Extension Center (REC) – Tennessee Regional Extension Center (tnREC). tnREC is Tennessee's regional extension center whose resources assist healthcare providers across the state to implement electronic health record systems or Direct technology in their practices and ensure they meet government requirements for MU implementation and reimbursement incentives.

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION