

DENTAL

**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 dental services, as further defined in the "SCOPE OF SERVICES."

The Grantee is **Non-Profit Corporation**.

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

Grantee Edison Grantees ID # **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. Service Definitions.
- a. Dental Encounter – a day on which a Dentist performs a Dental Extraction, Filling, Diagnostic, Restorative and/or Preventative Hygienic Dental Service included in the procedure code formulary and/or a Dental Hygienist performs Preventative Hygienic Dental Services included in the procedure code formulary regardless of the number of oral health care providers seen or the number of procedures or services provided to the uninsured Adult patient. Each day is counted as an individual encounter.
 - b. Dental Extraction - the removal of a tooth from its socket in the bone.
 - c. Dental Filling – the removal of the decayed portion of the tooth and then cleaned and filled.
 - d. Dental Procedure Code Formulary – listing of current dental terminology (CDT) codes that are approved dental procedures to determine a reimbursable encounter under this grant, see Appendix I for this listing.
 - e. Preventative Hygienic Dental Services – a cleaning of teeth with oral health counseling.
 - f. Restorative Services – the integrated management of oral health problems involving treatment or services provided to prepare a patient for an appliance that replaces a missing tooth or teeth and restores the mouth to a functional and aesthetic state.
 - g. Proselytization – to convert from one religious belief or party to another by the offer of special treatment.
 - h. Sliding Fee Scale - the rates charged to an Uninsured Adult on the basis of Section 330(k)(3)(G) of the PHS Act; 42 CFR 51c.303(f), 42 CFR 51c.303(g), 42 CFR 51c.303(u), 42 CFR 56.303(f), 42 CFR 56.303(g), and 42 CFR 56.303(u) and 42 U.S.C. § 254b (k)(3)(G) and 42 C.F.R. § 51c.303(f).
 - i. Telemedicine - Telemedicine - the use of electronic information and telecommunications technology to support distance clinical health care. Technologies include videoconferencing, internet and telephone consultation to conduct a complete primary care or specialist consultation, including assessment, diagnosis, management, and treatment of acute and chronic conditions, including mental health
 - j. Unduplicated Uninsured Adult Dental Patient Count – an Uninsured Adult patient is counted only once during the quarterly reporting period and only once for the entire Grant Contract Term to calculate the annual total number of unduplicated patients during the reporting

period.

- k. Unduplicated Uninsured Dental Extraction Patient Count – an adult patient is counted only once during the quarterly reporting period and only once for the entire Grant Contract Term for the number of dental extractions, even if the patient receives multiple extractions or services on multiple occasions or had multiple visits during the reporting period.
- l. Unduplicated Uninsured Adult Dental Filling Patient Count – an adult patient is counted only once during the quarterly reporting period and only once for the entire Grant Contract Term for the number of dental fillings, even if the patient receives multiple fillings or services on multiple occasions or had multiple visits during the reporting period.
- m. Unduplicated Uninsured Adult Restorative Services Patient Count- an adult patient is counted only once during the quarterly reporting period and only once for the entire Grant Contract Term for the number of restorative services received, even if the patient receives multiple services on multiple occasions or had multiple visits during the reporting period.
- n. Unduplicated Uninsured Hygienic Dental Cleaning Patient Count – an adult patient is counted only once during the quarterly reporting period and only once for the entire Grant Contract Term for the number of dental cleanings, even if the patient receives multiple cleanings or services on multiple occasions or had multiple visits during the reporting period.
- o. Uninsured Adult – an eligible individual Tennessean, ages nineteen (19) through sixty-four (64) who receives an emergency dental extraction or preventative hygienic dental services.

A.3. Service Description. The Grantee shall:

- a. Provide emergency Dental Extraction, Fillings, Restorative Services and/or Preventative Hygienic Dental Services to Uninsured Adult Tennesseans, nineteen (19) through sixty-four (64) years of age .
- b. Provide dental services that must be performed by a dentist or dental hygienist currently licensed by the state of Tennessee pursuant to Title 63 of the Tennessee Code Annotated.
- c. Provide emergency Dental Extractions, Fillings, Restorative Services and/or Preventative Hygienic Dental Services to Uninsured Adults in Tennessee according to a Sliding Fee Scale, free of charge, or at a flat rate charge.
- d. Provide Preventative Hygienic Dental Services that includes hygienic service with patient health educational counseling on oral health habits that emphasize the importance of oral health to overall health.
- e. Provide Preventative Hygienic Dental Services that must be performed by a licensed dentist or a licensed dental hygienist under the supervision of a licensed dentist.
- f. Provide no more than two (2) Preventative Hygienic Dental Services appointments per Uninsured Adult during the Term of the Grant Contract.
- g. Provide the same standard of care to Uninsured Adults as is currently provided to the Grantee's other patients.

A.4. Service Reporting. The Grantees shall:

- a. Provide to the state a quarterly service report indicating the total number of actual encounters for Dental Extractions, Fillings, Restorative Services and Preventative Hygienic Dental Cleanings provided to Uninsured Adults during the reporting period.
- b. Provide to the State a quarterly service report that includes an Unduplicated Uninsured Dental Extraction Patient Count, an Unduplicated Uninsured Filing Patient Count, an Unduplicated Uninsured Restorative Services Patient Count, an Unduplicated Uninsured Hygienic Dental Cleaning Patient Count, and the number of Unduplicated Uninsured Adult Dental Patients during the reporting period.

- c. Provide a reconciliation list to accompany the quarterly service report that includes an itemized listing of each individual encounter for the total number of Dental Extractions, Fillings, Restorative Services and Preventative Hygienic Dental Cleanings provided during the quarterly reporting period. Each individual encounter will be assigned a unique identifier, in a form provided by the State, to protect the privacy and health information for each unduplicated Uninsured Adult patient.
- d. Provide a report on quality measures as defined by the state in a reporting format defined by the state.
- e. Provide a quarterly service report by responding to the online service reporting link provided to the Grantee within fifteen (15) days of the service report delivery date.

Reports shall be due as follows:

Reporting Period	Delivery Date
July 1, 2019 – September 30, 2019	October 15, 2019
October 1, 2019 – December 31, 2019	January 15, 2020
January 1, 2020 – March 31, 2020	April 15, 2020
April 1, 2020 – June 30, 2020	July 15, 2020

A.5 Service Deliverables:

Deliverables	Contact Section	Delivery Date	Due to Whom	Requested Format
Submit quarterly service report and reconciliation list	A.4.	October 15, 2019, January 15, 2020, April 15, 2020, and July 15, 2020	State Office of Rural Health	Web link address to access quarterly service report
Submit Annual Program Activity Summary Report	D.17.	No later than (3) months after Grant Contract expiration	State Office of Rural Health	Original hardcopy (Signed in blue ink) via US Mail to addressee Section D.8.

- A.6. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Grant Contract.
- A.7. The Grantees shall not use any of the monies received from this Grant Contract to support inherently religious activities, such as worship, religious instruction, or proselytization. Monies from this Grant Contract may not be used to conduct worship services, prayer meetings, or any other activity that is inherently religious. Participation in this state-funded program must be voluntary.
- A.8. In the event that the Grantee is subject to an audit in accordance with Section D.18 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 Attachment.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on July 1, 2020 (“Effective Date”) and extend for a period of twelve (12) 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.

C. TERMS AND CONDITIONS:

C.1. Estimated Liability. In no event shall the Estimated Liability of the State due to the Grantee under the Safety Net Community/Faith-Based program exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) ("Estimated Liability"). The Grantee will receive a portion of the program's budget based upon the payment methodology as set forth in Section C.2.

C.2. Payment Methodology. Payment to the grantees shall be quarterly amounts paid upon approval of this Grant Contract.

The State, at its sole discretion, shall determine the amount of each quarterly payment. Each payment shall be based on the number of grantee Dental Encounters, as a proportion of the total Dental Encounters of similar categories of grantees, not to exceed the established Estimated Liability in Section C.1.

Accordingly, quarterly payments shall be contingent upon State receipt of required reports from the grantees indicating the number of Uninsured Adult Dental Extractions and Preventative Hygienic Dental Services. The Grantee's failure to provide reports as required may result in the Grantee not receiving one or more quarterly payments.

C.3. Quarterly Reporting Requirements. The Grantee shall provide the State with quarterly reports as outlined in Section A.4.

C.4. 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.5. 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.6. 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.7. 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 Grant Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement 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 any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. In the event of disagreement, the Grantee may file a claim with the Tennessee Claims Commission to seek reimbursement as provided in section C.2.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability,"
- "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Madelyn Ragland,
 PHPD1 State Office of
 Rural Health
 Tennessee Department of
 Health 2nd floor, Andrew
 Johnson Tower 710 James
 Robertson Parkway Nashville,
 TN 37243
Madelyn.Ragland@tn.gov
 Telephone # 615-741-0240

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. 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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. (Attachment 1)

D.18. 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 2 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 2 shall complete Attachment 3. 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.

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 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.

- D.19. 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 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—300.326 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.20. 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.21. Independent Contractor. The parties shall not act as employees, partners, joint ventures, 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.22. 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.23. 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.24. 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.25. 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.26. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 9-8-407.
- D.27. 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.28. 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.29. 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.30. 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.

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. 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.3. Hold Harmless. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- E.4. 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 Grantees by the State or acquired by the Grantee on behalf of the State that is regarded as confidential information under state or federal law shall be considered “Confidential Information.” Nothing in this Section shall permit Grantees to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantees 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. Grantees shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this contract Grantees.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF HEALTH:

LISA PIERCEY, MD, MBA, FAAP, COMMISSIONER

DATE

Annual (Final) Report*

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

Submit one copy to:

Madelyn Ragland, PHPD 1, State Office of Rural Health, TN Department of Health

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

Notice of Audit Report

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

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

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

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

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

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

Parent Child Information

Send completed documents as a PDF file to 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
3rd 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: _____

2020-2021 Safety Net Dental Procedure Formulary

Code	Description
120	Periodic Oral Evaluation
140	Limited Oral evaluation - problem focused
150	Comprehensive Oral Evaluation - new or established patient
180	Comprehensive Periodontal Evaluation
210	Intraoral complete film series (14-22 periapical and posterior bitewing images)
220	Intraoral - Periapical First Film
230	Intraoral - Periapical Each Additional film
270	Bitewing - single film
272	Bitewings - two films
274	Bitewings - four films
275	Bitewings - Each additional film
277	Vert Bitewings - Seven to eight
330	Panoramic film
1110	Prophylaxis – adult
1206	Application of topical fluoride varnish
1330	Oral Hygiene Instructions
1351	Sealant - per tooth
1354	Interim caries arresting medicament application (silver ion products) per tooth
2140	Amalgam - one surface permanent
2150	Amalgam - two surfaces permanent
2160	Amalgam - three surfaces permanent
2161	Amalgam - four surface/perm
2330	Resin one surface – Anterior
2331	Resin two surfaces – Anterior
2332	Resin three surfaces – Anterior
2335	Resin four surfaces or w incisal - Anterior
2390	Ant. Resin - based composite crown
2391	Posterior one surface resin
2392	Posterior two surface resin
2393	Posterior three surface resin
2394	Posterior four surface resin
2915	Recement cast or prefab post
2920	Recement crown
2933	Prefabricated stainless-steel crown
2940	Sedative filling
2950	Core - buildup including any pins
2954	Prefabricated post and core
2955	Post Removal
2980	Crown repair
3220	Therapeutic pulpotomy
4341	Periodontal scaling/root planing 4+ teeth per quadrant
4342	Periodontal scaling and root planing 1-3 teeth per quadrant
4346	Scaling in presence of generalized moderate or severe gingival inflammation full mouth, after oral evaluation
4355	Full mouth debridement to enable comprehensive evaluation and diagnosis on a subsequent visit
4910	Periodontal maintenance procedures
5110	Complete denture maxillary
5120	Complete denture mandible
5130	Complete denture immediate maxillary
5140	Complete denture immediate mandible
5211	Partial denture resin base - maxillary
5212	Partial denture resin base - mandible
5213	Partial denture - metal base - maxillary
5214	Partial denture - metal base - mandible
5221	Partial denture resin base immediate maxillary

5222	Partial denture resin base immediate mandible
5225	Partial denture flexible base maxillary
5226	Partial denture flexible base mandible
5410	Adjust complete denture maxillary
5411	Adjust complete denture mandibular
5421	Adjust partial denture maxillary
5422	Adjust partial denture mandibular
5511	Repair broken complete denture base mandibular
5512	Repair broken complete denture base maxillary
5520	Replace broken/missing denture teeth complete denture
5611	Repair resin partial denture base, mandibular
5612	Repair resin partial denture base, maxillary
5621	Repair cast partial denture frame, mandibular
5622	Repair cast partial denture frame, maxillary
5630	Repair/replace partial denture clasp
5640	Replace missing/broken partial denture teeth
5650	Add tooth to existing partial denture
5660	Add clasp to existing partial denture
5670	Replace all teeth - partial denture - maxillary
5671	Replace all teeth - partial denture - mandible
5730	Reline complete maxillary denture - chairside
5731	Reline complete mandibular denture - chairside
5740	Reline partial maxillary denture - chairside
5741	Reline partial mandibular denture - chairside
5750	Reline complete maxillary denture - lab
5751	Reline complete mandibular denture - lab
5760	Reline partial maxillary denture - lab
5761	Reline partial mandibular denture - lab
5850	Denture tissue conditioning maxillary
5851	Denture tissue conditioning mandible
5863	Overdenture - complete maxillary
5864	Overdenture partial Maxillary
5866	Overdenture partial Mandibular
5865	Overdenture - complete mandible
6930	Recement bridge
6980	Bridge repair
7111	Extraction - coronal remnants of primary tooth
7140	Extraction - erupted tooth or exposed root
7210	Extraction surgical (requires removal of bone and/or mucoperiosteal flap)
7220	Removal of impacted tooth-soft tissue
7230	Removal of impacted tooth-partially bony
7240	Removal of impacted tooth-complete bony
7241	Removal of impacted tooth - complete bony with unusual surgical complications
7250	Surgical removal of residual tooth roots (includes cutting of soft tissue and bone and closure)
7261	Primary closure of a sinus perforation
7285	Biopsy of oral tissue hard
7286	Biopsy of oral tissue-soft (all others)
7310	Alveoloplasty in conjunction with extractions (4 or more teeth or tooth spaces per quadrant)
7311	Alveoloplasty in conjunction with extractions (1-3 teeth or tooth spaces per quadrant)
7320	Alveoloplasty not in conjunction with extractions (4 or more teeth or tooth spaces per quadrant)
7321	Alveoloplasty not in conjunction with extractions (1-3 teeth or tooth spaces per quadrant)
7410	Excision of benign lesion up to 1.25 cm
7411	Excision benign lesion >1.25 cm
7412	Excision benign lesion complicated
7413	Excision malignant lesion up to 1.25 cm
7414	Excision malignant lesion >1.25 cm
7415	Excision malignant lesion complicated

Appendix I

- 7440 Excision malignant tumor excision to 1.25 cm
- 7451 Removal of benign odontogenic cyst/tumor > 1.25 cm
- 7460 Removal of benign nonodontogenic cyst/tumor up to 1.25 cm
- 7461 Removal of benign nonodontogenic cyst/tumor > 1.25 cm
- 7471 Removal of lateral exostosis-maxillary or mandibular per site
- 7472 Removal of torus palatinus
- 7473 Removal of torus mandibularis
- 7485 Surgical reduction of osseous tuberosity
- 7510 Incision and drainage of abscess-intraoral
- 7511 Incision and drainage of abscess - intraoral - complicated (includes drainage of multiple fascial spaces)
- 7970 Excision of hyperplastic tissue per arch Mandibular
- 7970 Excision of hyperplastic tissue per arch Maxillary
- 7971 Excision of pericoronal gingiva
- 7972 Surgical reduction of fibrous tuberosity
- 9110 Palliative (emergency) treatment of dental pain - minor procedure
- 9120 Fixed partial denture sectioning
- 9215 Local anesthesia not in conjunction with operative or surgical procedures
- 9310 Consultation-diagnostic service provided by dentist or physician other than requesting dentist or physician
- 9630 Drugs or medicaments dispensed in the office for home use
- 9911 Desensitizing resin for cervical and/or root surface, per tooth (not for under restorations)
- 9940 Dental occlusal guard
- 9944 Occlusal guard – hard appliance full arch
- 9945 Occlusal guard – soft appliance partial arch
- 9946 Occlusal guard – hard appliance partial arch
- 9951 Limited occlusal adjustment
- 9995 Teledentistry – synchronous, real-time encounter

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