



**TENNESSEE DEPARTMENT OF MENTAL HEALTH
AND SUBSTANCE ABUSE SERVICES
VENDOR AUTHORIZATION FORM**

AUTHORIZATION PERIOD

Begin: July 1, 2018 End: June 30, 2019

STATE INFORMATION

Program: Department of Mental Health and Substance Abuse Services
 Program Contact: Middle Tennessee Mental Health Institute, 221 Stewarts Ferry Pike, Nashville, TN 37214
 Program Code: 200000 (Commodity Code: 92101902)
 Edison Delegation ID 58054
 CFDA # N/A

VENDOR INFORMATION

Vendor: Nashville Fire Dept. EMS
 Communications sent to the following address: P.O. Box 305172, Dept 14, Nashville, TN 37230-3172
 Remit address if different from above:
 Phone: 615-862-4791, 615-862-6364, 615-862-5367; Billing- 1-877-253-9146; Fax- 615-214-3680 Authorization Email: leighanne.burtchaell@nashville.gov, and laura.faust@nashville.gov

Edison Vendor ID: 00004

AUTHORIZATION/REIMBURSEMENT DETAIL

Service Authorized	Units Authorized	Unit Cost	Amount Authorized
Ambulance Service Non-Emergency Transportation	Not to Exceed \$		22,000.00
TOTAL AMOUNT AUTHORIZED :			22,000.00

Additional pricing terms attached: YES ___ NO
 Vendor Authorization Terms & Conditions attached: YES NO ___

This instrument only amends the reimbursement detail of previously executed Terms & Conditions: YES ___

AUTHORIZATION & ACCEPTANCE

Vendor Acceptance: (signature with printed name, title, date)  William Swann, Director Chief Date	State Authorization: (signature with printed name, title, date) Joyce Kovacs, LCSW, MTMHI CEO Date
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Terms and Conditions

A. Standard Terms and Conditions

1. Total Authorized Amount. In no event shall the liability of the State under this Purchase Order exceed Twenty-Two Thousand Dollars (\$22,000.00) ("Total Purchase Order Amount").
2. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Vendor under this Authorization. If upon inspection, the State determines that the goods or services are defective, the State shall notify Vendor, and Vendor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any defects, the goods or services shall be deemed to have been accepted by the State.
3. Modification, Amendment or Change Order. This Authorization may be modified only by a written amendment or change order signed by the State and the Vendor.
4. Limitation of Liability. The State shall have no liability except as specifically provided in this Authorization. In no event shall the State be liable to the Vendor or any other party for any lost revenues, lost profits, loss of business, 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. The State's total liability under this Authorization or otherwise shall under no circumstances exceed the Total Amount Authorized.
5. Limitation of Vendor's Liability. The Vendor's liability for all claims arising under this Authorization shall be limited to an amount equal to two (2) times the Total Authorization Amount. In no event shall this Section limit the Vendor's liability for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

6. Termination for Convenience. The State shall have the right to immediately terminate this Authorization, without cause and for any reason, upon written notice to the Vendor, delivered by mail or electronic means. The State's notice of termination is effective upon the State's issuance.
7. Subject to Funds Availability. The State's payment of the Purchase Order generated from this Authorization is subject to the appropriation and availability of State or federal funds. In the event that funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Authorization, effective immediately, upon written notice to the Vendor. If the State terminates this Authorization due to lack of funds availability, the Vendor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date.
8. Payment of Purchase Order. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Vendor, under any contract between the Vendor and the State.
10. Hold Harmless. [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A GOVERNMENTAL ENTITY] The Vendor 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, omission, or negligence on the part of the Vendor, its employees, or any other person acting for or on its or their

behalf relating to this Authorization. The Vendor further agrees it shall be liable for the reasonable costs of attorneys for the State to enforce the terms of this Authorization.

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

11. State and Federal Compliance. The Vendor shall comply with all applicable state and federal laws and regulations in the provision of goods or services under this Authorization.
12. Governing Law. This Authorization shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Authorization. The Vendor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Authorization shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
13. Entire Agreement. This Authorization contains the entire understanding between the State and the Vendor relating to its subject matter, including all terms and conditions of the parties' agreement. This Authorization supersedes any and all prior understandings, representations, negotiations, and agreements between the State and the Vendor, whether written or oral.

B. Special Terms and Conditions

14. Conflicting Terms and Conditions. Should any of these Special Terms and Conditions in Section B conflict with the Standard Terms and Conditions in Section A, the Standard Terms and Conditions shall control.
15. These Terms and Conditions are valid for the period beginning July 1, 2018 and ending June 30, 2019.
16. Submission of Invoice Constitutes Acceptance of Terms and Conditions. The Vendor acknowledges and agrees that submission of an invoice constitutes acceptance of, and agreement to be bound by, these Terms and Conditions.
17. Extraneous Terms and Conditions. No purchase order, invoice, or other documents associated with these purchases shall contain any terms or conditions other than as set forth in these Terms and Conditions. Any such extraneous terms and conditions shall be void, invalid, and unenforceable against the State.
18. Payments and Invoices. In addition to Section A.8., the State is not responsible for the payment of services rendered without specific, written authorization and the Vendor must submit an invoice in form and substance acceptable to the State to effect payment. Invoices containing an itemized list of all services and/or goods shall be sent within thirty (30) days of completed services to the following:
Tennessee Department of Mental Health and Substance Abuse Services
Middle Tennessee Mental Health Institute
ATTN: Fiscal Services
221 Stewarts Ferry Pike,
Nashville, TN 37214
19. Conditions for Waiver of Payment. The Vendor expressly agrees to waive any and all payment for services rendered pursuant to this Authorization if the Vendor fails to deliver to the State the invoice for said services as required and within three hundred and sixty-five (365) days immediately following the end date of this Authorization.

20. Monitoring. Activities and records pursuant to this Authorization shall be subject to monitoring and evaluation by the State or duly appointed representatives.

21. Relationship of the Parties and Insurance. The parties hereto, in the performance of these services, 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 related to the provision of these services 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 Vendor, 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 Vendor's employees, and to pay all applicable taxes incident to the provision of these services. Insurance must include Professional Malpractice Liability insurance with a limit of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) aggregate.

22. Nondiscrimination. The Vendor 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 the authorized service or in the employment practices of the Vendor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

23. Conflicts of Interest. The Vendor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Vendor in connection with any work contemplated or performed relative to this Authorization. Further, the Vendor understands and agrees that this Authorization shall be null and void if the Vendor is, or within the past six months has been, a state employee or if the Vendor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, a state employee. For purposes of this provision, an individual shall be deemed a state employee until such time as all compensation for salary, termination pay, and annual leave has been paid.

24. Confidentiality. 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 Vendor by the State or acquired by the Vendor 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 Vendor 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 Vendor'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 Vendor of this Authorization; previously possessed by the Vendor without written obligations to the State to protect it; acquired by the Vendor without written restrictions against disclosure from a third party which, to the Vendor's knowledge, is free to disclose the information; independently developed by the Vendor 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 Vendor 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 Vendor due to intentional or negligent actions or inactions of agents of the State or third parties. It is expressly

understood and agreed the obligations set forth in this section shall survive the termination of this Authorization.

25. HIPAA Compliance. The State and the Vendor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) 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 Authorization.
- a. The Vendor warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of performing activities of this Authorization.
 - b. The Vendor 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 the activities of this Authorization so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Vendor 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 Vendor in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Authorization is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
 - d. The Vendor will indemnify the State and hold it harmless for any violation by the Vendor 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.
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26. Rule 2 Compliance. The State and the Vendor shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*
- a. The Vendor warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of performing activities of this Authorization.
 - b. The Vendor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the activities of this Authorization so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
 - c. The State and the Vendor will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Vendor in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Authorization is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.
 - d. The Vendor will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This includes the costs of responding to a breach of protected 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.

27. Professional Practice (Code of Conduct). The Vendor shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Vendor's personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Authorization.
28. Compliance with Policies, Procedures, Laws, Rules, and Regulations. In addition to those already mentioned, the Vendor shall also strictly observe all Policies and Procedures of the Regional Mental Health Institute (RMHI) and Medical Staff Bylaws and Rules and Regulations (when services are provided on-site at the RMHI) and all applicable Joint Commission standards, all applicable Medicare and Medicaid (TennCare) regulations, Tenn. Code Ann. Title 33, and the federal and state laws regarding service recipient confidentiality (regardless of where services are provided).
29. State Furnished Property. **IF** the State furnishes property to the Vendor for Vendor's temporary use, the Vendor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Vendor's temporary use related to the provision of these services. Upon termination, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Vendor shall be responsible to the State for the residual value of the property at the time of loss.
- ~~30. Joint Commission Requirement for Detailed Description of Services. Pursuant to requirements of The Joint Commission, Vendor shall submit a detailed description of services authorized and provided (Section C. of these Terms and Conditions) for all services covered by these Terms and Conditions. The Vendor further warrants that it will cooperate with the Regional Mental Health Institute and provide attestations as requested to assure continued compliance with the standards.~~
31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et. seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Authorization. The Vendor agrees, 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.

C. Detailed Description of Services as Required for Joint Commission

1. **Services will be provided ONLY upon authorization from the appropriate State's Facility's staff and ONLY after certain requirements described herein have been met.**
2. **The term "VENDOR" applies to a company, as applicable, and any person or persons who will be providing services under this Vendor Relationship.**

3. Responsibilities of the State:

a. The State agrees to pay for services as follows:

Ambulance Services	Medicare Part B Fee Schedule or, if service not covered by the Medicare Part B Fee Schedule, the lowest negotiated rate, not to exceed \$1,200.00.
Non-Emergency Transportation	Medicare Part B Fee Schedule or, if service not covered by the Medicare Part B Fee Schedule, the lowest negotiated rate, not to exceed \$100.00 per trip.

- b. If the service recipient of the State's Facility has coverage from a third party payer for the services provided; that will be considered as payment in full.
- c. The State's Facility meets the definition of an "acute care hospital". Acute care hospitals can be reimbursed up to one-hundred percent (100%) of the rate that Medicare pays hospitals for their inpatient hospital services at the predetermined rate for each discharge under the prospective payment system. The invoice **must** include the DRG code.
- d. Physicians and other medical professionals delivering services can be reimbursed by procedure codes up to the rate of one-hundred percent (100%) of the Part B Medicare Fee Schedule. The invoice **must** include CPT for each service.
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- e. Medical related goods and supplies can be reimbursed by HCPCS code up to the rate of one-hundred percent (100%) of the Part B Medicare Fee Schedule for DMEPOS. The invoice **must** include the HCPCS code for each item.
- f. With respect to Sections C.3.a., C.3.b., C.3.c., and C.3.d, physicians and other medical professionals and acute care hospitals must submit a claim for reimbursement to any existing third party payor and evidence of adjudication of that claim must be submitted to the State's Facility **before** the State's Facility will be responsible for reimbursement of health care services, supplies, or equipment.

4. Responsibilities, Services, Qualifications, and Duties of Vendor (Service Provider):

- a. No services shall be provided until all requirements specified herein have been met to the satisfaction of the State. Services provided by consultation, contractual agreements, or other agreements must meet or surpass standards for quality of services as specified in the following standards and laws:
- (1) Joint Commission on Accreditation of Health Organizations ("Joint Commission") Standards;
 - (2) Medicare and Medicaid Regulations;
 - (3) Tennessee Code Annotated, Title 33; and;
 - (4) Policies and Procedures of the Tennessee Department of Mental Health and Substance Abuse Services and State's Facility, when such services are performed onsite at State's Facility.

- b. The Vendor must have, and maintain, a valid and current professional license, as appropriate for the services to be provided, issued by the State of Tennessee. The Vendor must immediately notify the State of any adverse actions relating to such licensure.
- c. The Vendor must maintain malpractice and other insurance coverage as noted in Item B.21.

5. Mutual Understandings:

- a. When the State's Facility enters into a Vendor Relationship for patient (service recipient) care, treatment, for services rendered outside the State Facility and under the control of a non-Joint Commission-accredited organization, all Vendors who will be providing services must agree to the following:
 - (1) The Clinical Director (Medical Director) at the State's Facility is ultimately responsible for all medical services provided its patients (service recipients);
 - (2) The State's Facility retains overall responsibility and authority for services furnished under this Terms and Conditions; and
 - (3) All services must meet the applicable federal regulations for such services, evidence of same must be maintained, and appropriate documentation submitted upon request of the State.

6. Additional Requirements and Attestations Regarding Standards of Practice:

- a. The Vendor agrees to fulfill and comply with any applicable requirements regarding treatment, patient/service recipient confidentiality, and accreditation set forth by the Joint Commission.
- b. Vendor must maintain valid and current licenses and submit proof of licensure upon request. The Vendor must immediately notify the State of any adverse actions relating to such licensure. [See also Section 4.b.]
- c. Vendor agrees to provide an attestation, upon request, that the requirements for privileging and credentialing, if applicable, are continually met for any staff providing services covered by these Terms and Conditions.
- d. If the services provided by Vendor and covered by these Terms and Conditions do not meet the agreed upon expectations of the State, issues will be discussed. If not resolved, services may be discontinued.
- e. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 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 Authorization, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Authorization.
 - (1) The Vendor agrees that the Vendor shall not knowingly utilize the services of an illegal immigrant in the performance of this Authorization and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Authorization. The Vendor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Vendor is a party to more than one contract with the State, the Vendor may submit one attestation that

applies to all contracts with the State. All Vendor attestations shall be maintained by the Vendor and made available to State officials upon request.

- (2) Prior to the use of any subcontractor in the performance of this Authorization, and semi-annually thereafter, during the Term, the Vendor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Authorization and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Authorization. Attestations obtained from subcontractors shall be maintained by the Vendor and made available to State officials upon request.
 - (3) The Vendor shall maintain records for all personnel used in the performance of this Authorization. Vendor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - (4) The Vendor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - (5) For purposes of this Authorization, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Authorization.
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ATTACHMENT 1

ATTESTATION

RE PERSONNEL USED IN SERVICES PERFORMANCE

SUBJECT DELEGATED AUTHORITY NUMBER (Edison Record #):	58054
VENDOR LEGAL ENTITY NAME:	Nashville Fire Dept., EMS
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number; or Edison Vendor Number)	EV ID# 00004

In accordance with the terms of Item 6.e. of the State of Tennessee's Terms and Conditions form, the Vendor identified above, does hereby attest, certify, warrant, and assure that the Vendor shall not knowingly utilize the services of an illegal immigrant in the performance of these services and shall not knowingly utilize the services of any sub-vendor who will utilize the services of an illegal immigrant in the performance of these services

VENDOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

RECOMMENDED BY:



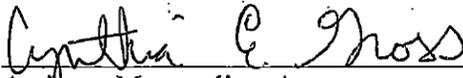
William Swann, Interim Director Chief
Nashville Fire Department

APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:



Director of Insurance
Metropolitan Government

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date