



GRANT AMENDMENT

Agency Tracking # 31865-00088	Edison ID 36661	Contract #	Amendment # 04
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Contractor Legal Entity Name First Tennessee Development District	Edison Vendor ID 0000002084
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Amendment Purpose & Effect(s)
Updates Scope, Maximum Liability, Grant Budget and Extends the Term for an Additional Year

Amendment Changes Contract End Date: YES NO **End Date:** June 30, 2017

Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment: \$ 1,037,179.00

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$471,283.00	\$471,283.00			\$942,566.00
2015	\$518,589.50	\$518,589.50			\$1,037,179.00
2016	\$518,589.50	\$518,589.50			\$1,037,179.00
2017	\$518,589.50	\$518,589.50			\$1,037,179.00
TOTAL:	\$2,027,051.50	\$2,027,051.50			\$4,054,103.00

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

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

Speed Chart (optional) TN00000183	Account Code (optional) 71304000
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**AMENDMENT #4
OF GRANT CONTRACT #36661
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" or "TennCare" and First Tennessee Development District, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.6 is deleted in its entirety and replaced with the following:
 - A.6. The Grantee shall develop, in the format and manner specified by TennCare on the TennCare approved template, an Annual Outreach and Education Plan that, within the Grantee's service area, promotes general understanding about the LTSS delivery system, CHOICES services available for eligible enrollees, and the role of the Grantee as a source of information and referral for LTSS resources.

2. Grant Contract Section A.8 is deleted in its entirety and replaced with the following:
 - A.8. The Grantee shall submit a Quarterly Update to the Annual Outreach and Education Plan (Section A.6) that includes the following:
 - a. The status of Performance Standard completion;
 - b. Required documentation of each activity completed during the reporting period, which, at a minimum, for each activity shall include:
 - (1) A brief description of the event detailing the type of event, Grantee representative(s) present, topics and audience composition;
 - (2) Communication format or tools utilized;
 - (3) Materials provided; and
 - (4) Planned follow-up, as appropriate.
 - c. Amendments to activities planned in future reporting periods.
 - d. In addition to the quarterly update requirements listed above, the Grantee shall maintain a sign-in sheet for audit purposes, for each activity completed during the reporting period, other than a booth at a health fair or other similar event. Each sign-in sheet shall include the names of all attendees and for professional attendees, the job title and organization.

3. Grant Contract Section A.54 is deleted in its entirety and replaced with the following:
 - A.54. The Grantee shall submit a Quarterly SPOE Activity Report in the manner and format directed by TennCare. This report will be used to monitor the Grantee's compliance with this Grant Contract including at a minimum, the performance measures outlined below:



	Frequency	Category	Performance Measures
1	Quarterly	Information and Referral	<p>The Grantee shall respond to ninety percent (90%) of all calls for I&R within two (2) business days. For the purpose of assessing compliance with this standard, calls from the following shall not be included in the denominator:</p> <ul style="list-style-type: none"> • Individuals who are documented as unable to be reached pursuant to this agreement • Individuals referred to an MCO or to another AAAD • Individuals not contacted within the required timeframe due to events outside of the Grantee's control
2	Quarterly	Screening and Assessment (MDS Referral)	<p>The Grantee shall conduct a face-to-face visit within ten (10) business days for ninety percent (90%) of individuals referred through the MDS process. For the purpose of assessing compliance with this standard, the following individuals will not be counted in the denominator:</p> <ul style="list-style-type: none"> • Individuals with a documented declination of a face-to-face visit • Individuals who are documented as unable to be reached pursuant to this agreement • Individuals who pass away or leave the facility within ten (10) business days of referral • Individuals with face-to-face visits that occurred outside of ten (10) business days, as requested by the individual or representative • Individuals unable to be visited face-to-face within ten (10) business days due to events outside of the Grantee's control
3	Quarterly	Screening and Assessment (CHOICES)	<p>The Grantee shall conduct a face-to-face visit within five (5) business days of a CHOICES screening, or in the absence of a screening, of the CHOICES referral for ninety percent (90%) of individuals referred for CHOICES Screening and Intake. For the purpose of assessing compliance with this standard, the following individuals will not be included in the denominator:</p> <ul style="list-style-type: none"> • Individuals who elect not to continue the process after telephonic screening • Individuals who are unable to be reached pursuant to this agreement • Individuals who request a later date for the face-to-face visit, • Individuals whose visit is delayed by events outside of the Grantee's control
4	Quarterly	Screening and Assessment (PAE Submission)	<p>The Grantee shall submit to TennCare all documents, including PAE, required to make CHOICES enrollment determinations within five (5) days of the face-to-face visit for eighty percent (80%) of CHOICES applicants. For the purpose of assessing compliance with this performance standard, the following PAEs will not be included in the denominator:</p>



			<ul style="list-style-type: none"> • PAEs that were submitted outside of five (5) business days due to missing documentation and the Grantee has documented attempts to collect such documentation, as specified in Section A.42.b • PAEs that were submitted outside of five (5) business days due to events outside of the Grantee's control
5	Quarterly	Ongoing SPOE Activities	<p>The Grantee shall contact ninety percent (90%) of individuals identified by the TennCare as receiving an RFI within five (5) business days. For the purpose of assessing compliance with this standard, the following RFI referrals will not be included in the denominator:</p> <ul style="list-style-type: none"> • Referrals of individuals who are documented as unable to be reached pursuant to this agreement • Referral of individuals who are contacted outside of five (5) business days due to events outside of the Grantee's control

4. Grant Contract Section A.58 is deleted in its entirety and replaced with the following:

A.58. Upon completion of the NCI-AD Survey for CHOICES members, the Grantee shall submit an NCI-AD Survey Report in the manner and format prescribed by TennCare. This report shall include, at a minimum:

- a. A list of each sample set member assigned to the Grantee;
- b. Documentation verifying that one of the following events occurred:
 - (1) The Grantee was unable to contact the member, in which case:
 - i. The Grantee shall meet minimum contact attempt requirements per Section A.57.f; and
 - ii. The Grantee shall maintain documentation of attempts to contact the member.
 - (2) The member declined to be interviewed, in which case the Grantee shall maintain documentation of the member's refusal to participate;
 - (3) The Grantee scheduled an interview and traveled to meet the member, but the member was absent from the scheduled meeting; or
 - (4) The Grantee completed a survey with the member.

5. Grant Contract Section A.63 is deleted in its entirety and replaced with the following:

A.63. The Grantee shall meet minimum Performance Standards as delineated below.

Performance Standards			
	Frequency	Category	Standard for Performance
1	Quarter and Annual	Outreach and Education Plan	The Grantee shall complete at least four (4) outreach and education activities, as defined in Sections A.6 – A.9, per quarter, with no fewer than sixteen (16) total outreach and education activities per contract year.



2	Annual	Outreach and Education Plan	The target audience for at least fifty percent (50%) of activities must include discharge planners, primary care providers, or NF social workers.
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6. Grant Contract Section A.64 is deleted in its entirety and will remain blank.
7. Grant Contract Section B.1 is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective on July 1, 2013 ("Effective Date") and extend for a period of forty-eight (48) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
8. Grant Contract Section C.1 is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Million Fifty-Four Thousand One Hundred Three Dollars (\$4,054,103.00). The Grant Budgets, attached and incorporated hereto as Attachment B for FY 2014, Revised Attachment B.1 for FY 2015, Revised Attachment B.2 for FY 2016, and Attachment B.3 for FY 2017 shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
9. Grant Contract Attachment B.3, Grant Budget for FY 2017, attached hereto is added as a new attachment.
10. Grant Contract Attachment C – Liquidated Damages, Items 1 – 4, are deleted in their entirety and replaced with the following:

1	Failure to meet established Performance Measure #1 pertaining to calls for Information and Referral as specified in Section A.54.	<p>\$500 per quarter that the Grantee's performance is below eighty percent (80%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.54, Performance Measure #1 will not be included in the denominator.</p> <p>\$1,000 per quarter that the Grantee's performance is below seventy-five percent (75%). For the purpose of assessing compliance with this standard, exceptions as listed in A.54, Performance Measure #1 will not be included in the denominator.</p>
2	Failure to meet established Performance Measure #2 pertaining to face-to-face visits for individuals referred through the MDS process as specified in Section A.54.	<p>\$500 per quarter that the Grantee's performance is below eighty percent (80%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.54, Performance Measure #2 will not be included in the denominator.</p> <p>\$1,000 per quarter that the Grantee's performance is below seventy-five percent (75%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.54, Performance Measure #2 will not be included in the denominator.</p>



	Failure to meet established Performance Measure #3 pertaining to face-to-face visits for individuals referred for Screening and Intake as specified in Section A.54.	<p>\$500 per quarter that the Grantee's performance is below eighty percent (80%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.54, Performance Measure #3 will not be included in the denominator.</p> <p>\$1,000 per quarter that the Grantee's performance is below seventy-five percent (75%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.54, Performance Measure #3 will not be included in the denominator.</p>
4	Failure to meet established Performance Measure #4 pertaining to submission to TennCare of the documents, including the PAE, required to make CHOICES enrollment determinations as specified in Section A.54.	<p>\$500 per quarter that the Grantee's performance is below eighty percent (80%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.54, Performance Measure #4 will not be included in the denominator.</p> <p>\$1,000 per quarter that the Grantee's performance is below seventy-five percent (75%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.54, Performance Measure #4 will not be included in the denominator.</p>

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective June 30, 2016. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

FIRST TENNESSEE DEVELOPMENT DISTRICT:

Susan Reid

4-1-16

GRANTEE SIGNATURE

DATE

Susan Reid, Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)



**DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:**

Larry B. Martin

4/5/2016

Larry B. Martin, Commissioner

DATE



ATTACHMENT B.3
(Grant Budget Page 1)

First Tennessee Development District				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016 and ending June 30, 2017.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$496,487.00	\$15,663.00	\$512,150.00
2	Benefits & Taxes	215,104.00	\$0.00	215,104.00
4, 15	Professional Fee/ Grant & Award ²	8,100.00	\$0.00	8,100.00
5	Supplies	20,304.00	\$0.00	20,304.00
6	Telephone	483.00	\$0.00	483.00
7	Postage & Shipping		\$0.00	
8	Occupancy		\$0.00	
9	Equipment Rental & Maintenance	2,359.00	\$0.00	2,359.00
10	Printing & Publications	739.00	\$0.00	739.00
11, 12	Travel/ Conferences & Meetings	24,519.00	\$0.00	24,519.00
13	Interest ²		\$0.00	
14	Insurance		\$0.00	
16	Specific Assistance to Individuals		\$0.00	
17	Depreciation ²		\$0.00	
18	Other Non-Personnel ²		\$0.00	
20	Capital Purchase ²		\$0.00	
22	Indirect Cost	269,084.00	\$0.00	269,084.00
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$1,037,179.00	\$15,663.00	\$1,052,842.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.



ATTACHMENT B.3
(Grant Budget Page 2)

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Quality of Life Survey up to 81 @ \$100.00 per Survey (Section A.55)	Up to \$8,100.00 Annually
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary) (Delete Table if N/A)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary) (Delete Table if N/A)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary) (Delete Table if N/A)	Amount
TOTAL	Amount



GRANT AMENDMENT

Agency Tracking # 31865-00088	Edison ID 36661	Contract #	Amendment # 03		
Contractor Legal Entity Name First Tennessee Development District			Edison Vendor ID 0000002084		
Amendment Purpose & Effect(s) Updates Scope and Grant Budget for the provision of long-term care services and supports					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2016			
Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$471,283.00	\$471,283.00			\$942,566.00
2015	\$518,589.50	\$518,589.50			\$1,037,179.00
2016	\$518,589.50	\$518,589.50			\$1,037,179.00
TOTAL:	\$1,508,462.00	\$1,508,462.00			\$3,016,924.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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.			<i>OCR USE</i>		
Speed Chart (optional) TN00000183		Account Code (optional) 71304000			



**AMENDMENT #3
OF GRANT CONTRACT #36661
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" or "TennCare" and First Tennessee Development District, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.42.d is deleted in its entirety and replaced with the following:

- d. The Grantee shall submit the PAE, including *Safety Determination Request Form*, if applicable, and all supporting documentation gathered, to TennCare as soon as possible, but within no more than twenty (20) business days from the date of the face-to-face visit, regardless of whether the Grantee has received all supporting documentation. If the PAE submission results in a denial, and within thirty (30) calendar days of such denial the Grantee obtains additional supporting documentation, the Grantee shall submit a revised PAE with the supporting documentation. The Grantee shall be required to submit a new PAE with supporting documentation to TennCare if such documentation is subsequently received after thirty (30) calendar days.

The Grantee shall submit the Medicaid financial application and all supporting financial documentation gathered to TennCare as soon as possible, but within no more than five (5) business days from the face-to-face visit, regardless of whether the Grantee has received all supporting financial documentation. If the Grantee receives additional financial documentation after the Medicaid application is submitted, and/or if the Grantee is contacted by TennCare to assist in gathering additional financial documentation needed to make an eligibility determination, the Grantee shall attempt to gather such additional documentation as soon as possible, and shall submit any additional documentation to TennCare within two (2) business days of receipt.

2. Grant Contract Sections A.57 and A.58 and the heading preceding it are deleted in their entirety and replaced with the following:

National Core Indicators – Aging and Disabilities (NCI-AD) Surveys for CHOICES Members

- A.57. The Grantee shall conduct the NCI-AD Survey for CHOICES Group 1, Group 2 and, as appropriate, Group 3 members based off a randomly generated sample set provided by TennCare and utilizing only the tools and methodology as prescribed by TennCare.
- a. The Grantee shall notify TennCare in writing of the names, titles and contact information for the Grantee's representatives who will be the primary and secondary point of contact for the NCI-AD Survey for CHOICES members.
- b. The Grantee shall complete all required training as prescribed by TennCare, and utilize materials and protocols prescribed by TennCare regarding the completion of the NCI-AD survey for CHOICES members.
- (1) The Grantee shall ensure that, prior to conducting surveys, such training and review of materials and protocols shall be completed by all staff who will conduct NCI-AD Surveys for CHOICES members;



- (2) The Grantee shall maintain documentation of completion of such training for each staff member conducting NCI-AD Surveys for CHOICES members; and
 - (3) Such documentation shall be provided to TennCare upon request.
- c. The Grantee shall provide and document initial and ongoing education to its employees who will conduct NCI-AD Surveys for CHOICES members that include, at a minimum:
- (1) Overview of CHOICES;
 - (2) Health Insurance Portability and Accountability Act of 1996 (HIPAA) training;
 - (3) Conducting a home visit;
 - (4) Cultural Competency;
 - (5) Identifying and reporting suspected abuse, neglect or financial exploitation of a CHOICES member; and
 - (6) Identification and reporting of TennCare fraud and abuse.
- In addition, the Grantee shall ensure that each Grantee surveyor who will be performing NCI-AD surveys completes the in-person training provided by HSRI.
- d. Prior to the Grantee's surveyor(s) entering a CHOICES member's place of residence to conduct a NCI-AD Survey, the Grantee shall document confirmation of the following requirements:
- (1) The surveyor successfully passed a criminal background check
 - (2) The surveyor does not appear on the Tennessee Abuse Registry, Tennessee Felony Offender Registry or the National and Tennessee Sexual Offender Registry; and
 - (3) The surveyor has completed all required training and review of materials and protocols as prescribed by TennCare.
- e. The Grantee shall complete the NCI-AD Survey for CHOICES members in the format and manner specified by TennCare. At a minimum, the Grantee shall ensure the following:
- (1) NCI-AD Survey participants shall only include members identified in the sample set provided by TennCare or its designee;
 - (2) NCI-AD Surveys shall be completed within the timeframe specified by TennCare. The Grantee shall document all variations from the TennCare prescribed NCI-AD Survey completion time line, including circumstances that led to the variance and Grantee activities to mitigate the circumstances, and the Grantee shall make such documentation available to TennCare upon request; and
 - (3) The Grantee shall make a reasonable effort to schedule a face-to-face visit with each member included in the sample set provided by TennCare. Each member of the sample set shall be contacted telephonically within the established timeframe, utilizing a script provided by TennCare.
- f. If, after documenting three (3) separate phone contact attempts over five (5) days, the member cannot be reached, the Grantee shall document that the member is unable to be



reached. Such documentation shall be submitted to TennCare in the manner prescribed in Section A.58 of this contract.

- (1) Upon establishing phone contact, the Grantee shall schedule a face-to-face visit with the member in his or her place of residence.
 - (2) During the face-to-face visit the Grantee shall conduct the NCI-AD Survey in accordance with TennCare protocols, procedures, and trainings.
 - (3) The Grantee shall make a reasonable effort to complete each NCI-AD Survey during a face-to-face visit in the survey respondent's place of residence. Should, due to events outside of the Grantee's control, it be deemed necessary to conduct the survey outside of the survey respondent's place of residence, the Grantee shall request written approval from TennCare prior to conducting the survey. TennCare shall provide this written response within ten (10) business days.
 - (4) The Grantee shall deem an NCI-AD Survey unable to complete in the following instances:
 - i. Death of the sample member;
 - ii. The Grantee, upon following procedures as outlined in this Section, has been unable to contact the member; or
 - iii. The member declines to participate in the NCI-AD Survey. In such instances, the Grantee shall document the member's choice to decline participation and forward such documentation to TennCare in the manner prescribed in Section A.58 of this contract.
- g. The Grantee shall ensure that all survey responses are submitted per TennCare protocol and training using a secure, state authenticated device.
- A.58. Upon completion of the NCI-AD Survey for CHOICES members, the Grantee shall submit an NCI-AD Survey Billing Report in the manner and format prescribed by TennCare. This report shall be used to verify the Grantee's invoice for reimbursement for completed NCI-AD Surveys, and shall include, at a minimum:
- a. A list of each sample set member assigned to the Grantee;
 - b. Documentation verifying that one of the following events occurred:
 - (1) The Grantee was unable to contact the member, in which case:
 - i. The Grantee shall meet minimum contact attempt requirements per Section A.57.f; and
 - ii. The Grantee shall maintain documentation of attempts to contact the member.
 - (2) The member declined to be interviewed, in which case the Grantee shall maintain documentation of the member's refusal to participate;
 - (3) The Grantee scheduled an interview and traveled to meet the member, but the member was absent from the scheduled meeting; or



(4) The Grantee completed a survey with the member.

3. **Grant Contract Section A.59 is deleted in its entirety and will remain blank.**

4. **The following is added as new Grant Contract Section A.70.**

A.70. Community Living Supports (CLS) Member Ombudsman

The Grantee shall serve as an Ombudsman for CHOICES members receiving the CLS benefit, including members identified for transition to CLS. In this role, the Grantee shall be responsible for the following:

a. Member Education for Individuals Identified for Transition to CLS

(1) Responding to Referrals. The Grantee shall receive referrals from MCOs, in a method prescribed by TennCare, for each member choosing to receive CLS that an MCO determines is appropriate for the CLS benefit. Such referral shall be submitted to the Grantee by the MCO as transition planning processes into CLS commence and shall contain, at minimum: the member's name; member's contact information; date of member's discharge, if known and applicable; location to which the member is transitioning, if known; and other information as required by TennCare. As soon as possible and within no more than ten (10) business days of receiving such referral, the Grantee shall schedule and conduct an initial face-to-face pre-transition visit with each referred member at his or her current residence.

(2) Initial Pre-Transition Visit with CLS Member. During this visit, the Grantee shall, using materials developed by TennCare, provide general CLS education, verbally and in writing, which shall include:

- i. The rights and responsibilities of the member receiving CLS (including individual choice of services, settings, CLS provider, and housemates);
- ii. How to address quality and other concerns (including the role and responsibility of the provider, Care Coordinator, MCO Member Advocate, etc.);
- iii. How to contact other resources, as appropriate;
- iv. How to identify and report abuse and neglect; and
- vi. The role of the Grantee as the CLS Ombudsman and how to contact the Grantee for assistance with concerns relating to CLS.

The Grantee shall assess if the member may benefit from peer to peer support opportunities. If the member has not yet been referred for peer to peer support, the Grantee shall notify the MCO within one (1) business day of the face to face visit of the member's desire to utilize the peer to peer support program offered through TennCare.

b. CLS Transition Surveys. Once a person's transition planning process to CLS is complete and the CLS provider, setting, and housemates, as applicable have been selected, the Grantee shall conduct a face-to-face CLS Transition Survey at the member's residence for each referred member using a format and in a manner prescribed by TennCare at the following intervals:

(1) At least two weeks before a member transitions into CLS (or as expeditiously as possible when notification of the member's transition date is received less than two weeks in advance of the transition); and



- (2) Sixty (60) days after the member has transitioned to a CLS residence, but no later than ninety (90) days after the member's transition.

During each such visit, the Grantee shall review the member education information with the member as detailed in A.70.a of this Contract.

The Grantee shall submit the completed survey response data to TennCare for each CLS Transition Survey each month on or before the tenth (10th) calendar day of the month in the manner prescribed by TennCare. The Grantee shall document any variation to the TennCare prescribed time line for the submission of the completed CLS Transition Surveys and forward such documentation to TennCare upon request.

- c. Identifying and Communicating Issues with Transition to CLS. In the event the Grantee identifies concerns with the willingness or ability for transition to CLS of the CHOICES member determined by the MCO to be appropriate for transition to CLS, the Grantee shall notify the MCO Care Coordinator of such concerns within one (1) business day in the manner prescribed by TennCare and shall notify TennCare within (2) days thereafter.
- d. Ongoing Ombudsman Responsibilities for Members Receiving CLS. On an ongoing basis, the Grantee shall be responsible for the following actions relating to CLS:
 - (1) Providing member advocacy for members receiving CLS. Such advocacy for CLS members shall include:
 - i. Assisting members receiving CLS or identified for transition to CLS in understanding and exercising personal rights (including choice);
 - ii. Assisting members in resolution of complaints relating to CLS, when the member is unable to resolve the complaint with his or her provider or MCO, as applicable; and
 - iii. Facilitating referral to Adult Protective Services for potential instances of abuse, neglect, and/or financial exploitation.
 - (2) Providing systems advocacy for members in CLS. Such systems advocacy shall include the following:
 - i. Providing recommendations to TennCare concerning potential programmatic or other improvements to the CLS benefit; and
 - ii. Notifying TennCare *immediately* of significant quality concerns.
- e. Coordination Requirements between the Grantee and other AAADs. In instances in which the member changes AAAD regions as a result of transition to the residence selected by the member where CLS will be provided, the Grantee shall complete all education, pre-transition survey and advocacy activities prior to the date of transition, and shall facilitate referral to the AAAD in the region in which the member will reside, ensure that the member knows how to contact the Ombudsman in the AAAD region where the residence is located, and coordinate with the other AAAD to ensure that post-transition Ombudsman responsibilities are conducted in accordance with Section A.70.
- f. Reporting. The Grantee shall provide reports to TennCare concerning the CLS benefit as follows:
 - (1) A quarterly CLS Member Ombudsman Report, which includes:
 - i. The number of referrals received from MCOs;
 - ii. The timeliness of the Grantee's response to MCO referrals;



- iii. The number and type of CLS inquiries received and resolutions to such inquiries; and
 - iv. Other criteria as specified by TennCare; and
- (2) The Grantee's recommendations for programmatic or other improvements to the CLS benefit.

g. Staffing. To conduct the responsibilities of the CLS Ombudsman as defined in Section A.70 of this Grant Contract, the Grantee shall maintain, at minimum, one staff person and one supervisor, and may also utilize volunteers, all of whom are trained on CLS according to TennCare guidelines and able to fulfill the CLS Ombudsman role no later than July 1, 2015. These staff are not required to be dedicated to CLS Ombudsman responsibilities, except as necessary to fulfill contract obligations. Additionally, any staff or volunteer conducting face-to-face visits with members must meet the background screening requirements of Section A.55.d of this Grant Contract before conducting such visits. The Grantee shall be required to increase staff and/or volunteer capacity to meet demands as determined by TennCare as the volume of CLS placements increases in the Grantee's region.

5. The following is added as new Grant Contract Section A.71.

A.71. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.

6. Grant Contract Attachment B.2 is deleted in its entirety and replaced with Revised Attachment B.2.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective June 30, 2015. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

FIRST TENNESSEE DEVELOPMENT DISTRICT:

Susan Reid

5-22-15

GRANTEE SIGNATURE

DATE

Susan Reid, Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)



DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:

Larry B. Martin

Larry B. Martin, Commissioner

6/11/2015

DATE



REVISED ATTACHMENT D.4
GRANT BUDGET
(Grant Budget Page 1)

First Tennessee Development District				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015 and ending June 30, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$473,567.00	\$4,201.00	\$477,768.00
2	Benefits & Taxes	\$189,860.00	\$0.00	\$189,860.00
4, 15	Professional Fee/ Grant & Award ²	\$60,904.00	\$0.00	\$60,904.00
5	Supplies	\$23,326.00	\$0.00	\$23,326.00
6	Telephone	\$724.00	\$0.00	\$724.00
7	Postage & Shipping		\$0.00	
8	Occupancy		\$0.00	
9	Equipment Rental & Maintenance	\$2,593.00	\$0.00	\$2,593.00
10	Printing & Publications	\$1,964.00	\$0.00	\$1,964.00
11, 12	Travel/ Conferences & Meetings	\$39,942.00	\$0.00	\$39,942.00
13	Interest ²		\$0.00	
14	Insurance		\$0.00	
16	Specific Assistance to Individuals		\$0.00	
17	Depreciation ²		\$0.00	
18	Other Non-Personnel ²		\$0.00	
20	Capital Purchase ²		\$0.00	
22	Indirect Cost	\$244,299.00	\$0.00	\$244,299.00
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$1,037,179.00	\$4,201.00	\$1,041,380.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.



REVISED ATTACHMENT B.2
GRANT BUDGET LINE-ITEM DETAIL
Page 2

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Quarterly payment for achievement of only one (1) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$1,000.00 per quarter
Quarterly payment for achievement of only two (2) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$2,500.00 per quarter
Quarterly payment for achievement of only three (3) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$4,500.00 per quarter
Quarterly payment for achievement of only four (4) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$7,000.00 per quarter
Quarterly Payment for achievement of all five (5) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	Up to \$10,000.00 per quarter
Performance Measures Payment Total	Up to \$40,000.00 Annually
Quality of Life Survey up to 81 @ \$100.00 per Survey (Section A.55)	Up to \$8,100.00 Annually
NCI-AD Surveys (Section A.57 – A.58)	
Completed Surveys- Group 1 38 @ \$100.00 per Survey (A.58.b.4)	\$3,800.00 Annually
Completed Surveys – Group 2 47 @ \$100.00 per Survey (A.58.b.4)	\$4,700.00 Annually
Completed Surveys – Group 3 38 @ \$100.00 per Survey (A.58.b.4)	\$3,800 Annually
Unable to reach @ \$12.00 per member when all attempted contacts are complete (A.58.b.1)	Up to \$504.00
Attempted face-to-face @ \$50.00 per member (A.58.b.3)	
NCI-AD Survey Total	Up to \$12,804.00 Annually
TOTAL PROFESSIONAL FEE/GRANT & AWARD	\$60,904.00 Annually



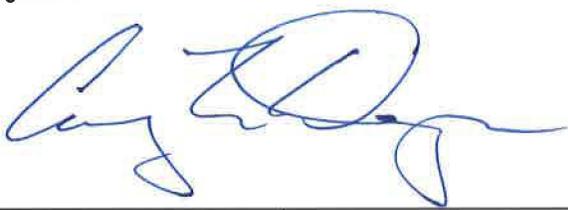
ATTACHMENT D

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	First Tennessee Development District
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
CFDA number and name	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2013
Grant contract's end date	July 30, 2016
Amount of federal funds obligated by this grant contract	\$1,508,462.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$6.6 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Philip M. Bailey Center for Medicare and Medicaid Services (CMS) Regional Office 615-255-9305
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	Indirect cost determined according to approved cost allocation plan.



GRANT AMENDMENT

Agency Tracking # 31865-00088	Edison ID 36661	Contract #	Amendment # 02		
Contractor Legal Entity Name First Tennessee Development District			Edison Vendor ID 0000002084		
Amendment Purpose & Effect(s) Updates Scope, Maximum Liability, and Grant Budgets for the provision of long-term care services and supports					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2016			
Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:			\$ 189,226.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$471,283.00	\$471,283.00			\$942,566.00
2015	\$518,589.50	\$518,589.50			\$1,037,179.00
2016	\$518,589.50	\$518,589.50			\$1,037,179.00
TOTAL:	\$1,508,462.00	\$1,508,462.00			\$3,016,924.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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.			<i>OCR USE</i>		
					
Speed Chart (optional) TN00000183	Account Code (optional) 71304000				



**AMENDMENT #2
OF GRANT CONTRACT #36661
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" or "TennCare" and First Tennessee Development District, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section A.39 is deleted in its entirety and replaced with the following:
 - A.39. The Grantee shall facilitate the applicant's Medicaid categorical and financial eligibility determination, including, but not limited to (as applicable):
 - a. Completion of the LTSS and MSP TennCare Medicaid application;
 - b. Gathering and copying of all required documentation for verification purposes;
 - c. Submission of the Medicaid application and supporting documentation to TennCare Member Services;
 - d. Follow-up regarding any additional information needed; and
 - e. Determination of presumptive eligibility in accordance with TennCare protocols.

2. Grant Contract section A.40 is deleted in its entirety and replaced with the following:
 - A.40. The Grantee shall complete the Pre-Admission Evaluation (PAE), including *Safety Determination Request Form*, as applicable, in accordance with specifications in TennCare Administrative Rules, policies and protocols, including all supporting documentation as required by TennCare. The Grantee shall complete a *Safety Determination Request Form* any time the member's assessed acuity score is less than nine (9) and the Grantee believes that the person's needs could not be safely met in the community within the array of services and supports available if the person were enrolled in Group 3 or if the applicant, his or her representative requests a safety determination. The Grantee shall be responsible for ensuring that the LOC, including *Safety Determination Request Form*, as applicable, is accurate and complete, satisfies all technical requirements specified by TennCare, and accurately reflects the member's current medical and functional status based on information gathered. At a minimum, this information must be gathered from the member, his or her representative, the staff's direct observations, and the history and physical or other medical records which shall be submitted with the application. The Grantee shall note in the LOC any discrepancies between these sources of information, and shall provide explanation regarding how the Grantee addressed such discrepancies in the LOC.

3. Grant Contract section A.42 is deleted in its entirety and replaced with the following:
 - A.42. Within five (5) business days of the face-to-face visit, the Grantee shall submit to TennCare, in the manner specified by TennCare, all documentation necessary for determination of LOC eligibility, including, as applicable, the *Safety Determination*



Request Form and supporting documentation; and at the same time, in the manner specified by TennCare, the Grantee shall submit all documents required to facilitate CHOICES enrollment as described in TennCare protocols, policies and procedures.

- a. If the Grantee is unable to obtain specific documents within five (5) business days, such as required medical information or bank statements, and such documents delay the submission of information to TennCare, the Grantee must document and continue efforts to collect such documents until complete documentation is obtained and submitted.
- b. Efforts to collect medical documentation required for the submission of the PAE shall include at least three (3) attempts utilizing the following methods, or combinations of methods:
 - (1) Contacting the physician, medical facility or other healthcare entity by telephone, fax and/or in writing;
 - (2) Visiting the healthcare entity, if possible and practicable, to request and/or pick up the required documentation; and/or
 - (3) Contacting the applicant by phone, face-to-face, or in writing to request assistance in obtaining the needed documentation.
- c. Multiple faxes or calls to the physician or provider shall not be sufficient. If a recent history and physical or other medical records supporting the functional deficits are not available (e.g., the applicant has not received medical care in the last 365 days), the Grantee may offer to assist the applicant in scheduling an appointment with his/her PCP to obtain the needed information.
- d. The Grantee must submit the PAE, including *Safety Determination Request Form*, if applicable, to TennCare within twenty (20) business days from the date of the face-to-face visit, regardless of whether the Grantee has received the supporting documentation. If the PAE submission results in a denial, and within thirty (30) calendar days of such denial the Grantee obtains additional supporting documentation, the Grantee shall submit a revised PAE with the supporting documentation. The Grantee shall be required to submit a new PAE with supporting documentation to TennCare if such documentation is subsequently received after thirty (30) calendar days.
- e. For any safety determination request that TennCare receives for a person not enrolled in TennCare, which contains insufficient medical evidence for TennCare to make a safety determination, TennCare may request that the Grantee conduct an assessment pursuant to TennCare protocol to gather missing or incomplete documentation to enable TennCare to make a safety determination. If TennCare makes a request to the Grantee to gather such documentation, the Grantee shall, in a manner prescribed by TennCare, identify which documentation is missing or incomplete and conduct a safety determination assessment pursuant to TennCare protocol to gather completed documentation. The Grantee shall provide completed documentation sufficient for TennCare to make a safety determination request within eight (8) business days of the referral by TennCare, except when a delay results from the needs or request of the applicant, in which case the safety determination, including supporting documentation, shall be submitted to TennCare within one (1) business day following receipt by the Grantee, but no more than twenty-seven (27) calendar days from the PAE submission.

4. Grant Contract section A.47 is deleted in its entirety and replaced with the following:



- A.47. The Grantee shall facilitate determination of continued Medicaid eligibility. Upon notification by TennCare or identification through another means that a CHOICES enrollee's Medicaid eligibility is ending and that specific action is required to determine continued eligibility, in the manner prescribed by TennCare, the Grantee shall facilitate the Medicaid reverification process, which, at a minimum, includes:
- a. Completion of the Request for Information (RFI) or other form as may be required by TennCare Member Services;
 - b. Gathering and copying of all required documentation for reverification purposes;
 - c. Submission of the RFI and applicable supporting documentation to TennCare Member Services; and
 - d. Follow-up regarding any additional information needed.

5. Grant Contract section A.48 is deleted in its entirety and replaced with the following:

- A.48. The Grantee shall contact each individual identified by TennCare within five (5) business days of the transmission of member's information from TennCare to the Grantee. Upon contact by phone, the Grantee shall:
- a. Verify the member's receipt of the RFI;
 - b. Provide a brief overview of the Medicaid reverification purpose and process; and
 - c. Offer the member assistance in gathering and preparing the documents for submission to TennCare Member Services.

6. Grant Contract section A.50 is deleted in its entirety and replaced with the following:

- A.50. For members requesting assistance, the Grantee shall conduct a face-to-face visit within five (5) days of initial phone contact. During this face-to-face visit, the Grantee shall:
- a. Obtain an authorization to release PHI, signed by the member or member's authorized representative;
 - b. Assist the member with completing the RFI of other form as required by TennCare Member Services;
 - c. Assist the member with gathering and copying all required documentation for re-determination purposes; and
 - d. Assist the member with submitting the completed RFI and applicable supporting documentation to TennCare Member Services, within the timeframe specified by TennCare Member Services.

7. Grant Contract section A.64, Performance-Based Payments Table, Item #4, is deleted in its entirety and replaced with the following:

4	Quarterly	Screening and Assessment (PAE Submission)	The Grantee shall submit to TennCare all documents, including the PAE and safety determination request, if applicable, required to make CHOICES enrollment determinations within five (5) days of the face-to-face visit for eighty percent (80%) of CHOICES applicants. For the
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			<p>purpose of assessing compliance with this performance standard, the following PAEs will not be included in the denominator:</p> <ul style="list-style-type: none"> • PAEs that were submitted outside of five (5) business days due to missing documentation and the Grantee has documented attempts to collect such documentation, as specified in Section A.42.b • PAEs that were submitted outside of five (5) business days due to events outside of the Grantee's control
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8. Grant Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed Three Million Sixteen Thousand Nine Hundred Twenty-Four Dollars (\$3,016,924.00). The Grant Budgets, attached and incorporated hereto as Attachment B for FY 2014, Revised Attachment B.1 for FY 2015, and Revised Attachment B.2 for FY 2016, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

9. Grant Attachment A – Definitions, Item #12, is deleted in its entirety and subsequent items renumbered.

10. Grant Contract Attachments B.1 and B.2 are deleted in their entirety and replaced with the new attachments Revised Attachment B.1, Grant Budget for FY2015, and Revised Attachment B.2., Grant Budget for FY2016, attached hereto.

11. Grant Attachment C – Liquidated Damages, Item #4, is deleted in its entirety and replaced with the following:

4	<p>Failure to meet established Performance Measure #4 pertaining to submission to TennCare of the documents, including the PAE and safety determination request, required to make CHOICES enrollment determinations as specified in Section A.64.</p>	<p>\$500 per quarter that the Grantee's performance is below eighty percent (80%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.64, Performance Measure #4 will not be included in the denominator.</p> <p>\$1,000 per quarter that the Grantee's performance is below seventy-five percent (75%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.64, Performance Measure #4 will not be included in the denominator.</p>
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Required Approvals. The State is not bound by this Amendment 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).



Amendment Effective Date. The revisions set forth herein shall be effective December 31, 2014. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

FIRST TENNESSEE DEVELOPMENT DISTRICT:

Susan Reid 12-17-14
GRANTEE SIGNATURE DATE
Susan Reid, Executive Director
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:**

Larry B. Martin /cd 12-17-14
Larry B. Martin, Commissioner DATE



First Tennessee Development District				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014 and ending June 30, 2015.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$461,536.00	\$0.00	\$461,536.00
2	Benefits & Taxes	\$200,860.00	\$0.00	\$200,860.00
4, 15	Professional Fee/ Grant & Award ²	\$60,904.00	\$0.00	\$60,904.00
5	Supplies	\$24,413.00	\$0.00	\$24,413.00
6	Telephone	\$500.00	\$0.00	\$500.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$500.00	\$0.00	\$500.00
9	Equipment Rental & Maintenance	\$3,000.00	\$0.00	\$3,000.00
10	Printing & Publications	\$4,000.00	\$0.00	\$4,000.00
11, 12	Travel/ Conferences & Meetings	\$39,000.00	\$0.00	\$39,000.00
13	Interest ²		\$0.00	
14	Insurance		\$0.00	
16	Specific Assistance to Individuals		\$0.00	
17	Depreciation ²		\$0.00	
18	Other Non-Personnel ²		\$0.00	
20	Capital Purchase ²		\$0.00	
22	Indirect Cost	\$242,366.00	\$0.00	\$242,366.00
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$1,037,179.00	\$0.00	\$1,037,179.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.

ATTACHMENT B.
GRANT BUDGET LINE-ITEM DETAIL
Page 2



PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Quarterly payment for achievement of only one (1) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$1,000.00 per quarter
Quarterly payment for achievement of only two (2) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$2,500.00 per quarter
Quarterly payment for achievement of only three (3) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$4,500.00 per quarter
Quarterly payment for achievement of only four (4) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$7,000.00 per quarter
Quarterly Payment for achievement of all five (5) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	Up to \$10,000.00 per quarter
Performance Measures Payment Total	Up to \$40,000.00 Annually
Quality of Life Survey up to 81 @ \$100.00 per Survey (Section A.55)	Up to \$8,100.00 Annually
CHOICES Customer Satisfaction Survey (Section A.57 – A.58)	
Completed Surveys- Group 1 38 @ \$100.00 per Survey	\$3,800.00 Annually
Completed Surveys – Group 2 47 @ \$100.00 per Survey	\$4,700.00 Annually
Completed Surveys – Group 3 38 @ \$100.00 per Survey	\$3,800 Annually
Attempted Phone Contact @ \$12.00 per attempt Attempted face-to-face @ \$50.00 per attempt	Up to \$504.00
CHOICES Survey Total	Up to \$12,804.00 Annually
TOTAL PROFESSIONAL FEE/GRANT & AWARD	\$60,904.00 Annually

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

First Tennessee Development District				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015 and ending June 30, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$461,536.00	\$0.00	\$461,536.00
2	Benefits & Taxes	\$200,860.00	\$0.00	\$200,860.00
4, 15	Professional Fee/ Grant & Award ²	\$60,904.00	\$0.00	\$60,904.00
5	Supplies	\$24,413.00	\$0.00	\$24,413.00
6	Telephone	\$500.00	\$0.00	\$500.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$500.00	\$0.00	\$500.00
9	Equipment Rental & Maintenance	\$3,000.00	\$0.00	\$3,000.00
10	Printing & Publications	\$4,000.00	\$0.00	\$4,000.00
11, 12	Travel/ Conferences & Meetings	\$39,000.00	\$0.00	\$39,000.00
13	Interest ²		\$0.00	
14	Insurance		\$0.00	
16	Specific Assistance to Individuals		\$0.00	
17	Depreciation ²		\$0.00	
18	Other Non-Personnel ²		\$0.00	
20	Capital Purchase ²		\$0.00	
22	Indirect Cost	\$242,366.00	\$0.00	\$242,366.00
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$1,037,179.00	\$0.00	\$1,037,179.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.

ATTACHMENT B
GRANT BUDGET LINE-ITEM DETAIL
Page 2



PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Quarterly payment for achievement of only one (1) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$1,000.00 per quarter
Quarterly payment for achievement of only two (2) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$2,500.00 per quarter
Quarterly payment for achievement of only three (3) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$4,500.00 per quarter
Quarterly payment for achievement of only four (4) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$7,000.00 per quarter
Quarterly Payment for achievement of all five (5) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	Up to \$10,000.00 per quarter
Performance Measures Payment Total	Up to \$40,000.00 Annually
Quality of Life Survey up to 81 @ \$100.00 per Survey (Section A.55)	Up to \$8,100.00 Annually
CHOICES Customer Satisfaction Survey (Section A.57 – A.58)	
Completed Surveys- Group 1 38 @ \$100.00 per Survey	\$3,800.00 Annually
Completed Surveys – Group 2 47 @ \$100.00 per Survey	\$4,700.00 Annually
Completed Surveys – Group 3 38 @ \$100.00 per Survey	\$3,800 Annually
Attempted Phone Contact @ \$12.00 per attempt Attempted face-to-face @ \$50.00 per attempt	Up to \$504.00
CHOICES Survey Total	Up to \$12,804.00 Annually
TOTAL PROFESSIONAL FEE/GRANT & AWARD	\$60,904.00 Annually

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount



GRANT AMENDMENT

Agency Tracking # 31865-00088	Edison ID 36661	Contract #	Amendment # 01
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Contractor Legal Entity Name First Tennessee Development District	Edison Vendor ID 0000002084
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Amendment Purpose & Effect(s)
Updates Scope for the provision of long-term care services and supports

Amendment Changes Contract End Date: YES NO **End Date:** June 30, 2016

Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment: \$ 0.00

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$471,283.00	\$471,283.00			\$942,566.00
2015	\$471,283.00	\$471,283.00			\$942,566.00
2016	\$471,283.00	\$471,283.00			\$942,566.00
TOTAL:	\$1,413,849.00	\$1,413,849.00			\$2,827,698.00

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

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

Speed Chart (optional) TN00000183	Account Code (optional) 71304000
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**AMENDMENT #1 TO GRANT CONTRACT #36661
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" or "TennCare" and First Tennessee Development District, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract new heading and Contract Sections A.66 through A.69.

Referrals for Assistance to Individuals with Disabilities Applying for Medicaid

A.66. The Grantee shall assist individuals with disabilities referred by TennCare or its designee in applying for Medicaid through the Affordable Care Act (ACA) marketplace. To offer this assistance, the Grantee must complete the following:

- a. Select staff who will assist individuals with disabilities referred by TennCare or its designee, and have those staff successfully complete the U.S. Department of Health and Human Services (DHHS) Certified Application Counselor online training. The Grantee shall provide TennCare with an attestation form, prescribed by TennCare, for each staff member who the Grantee will assign to assist with referrals upon that staff member's completion of the online training;
- b. Maintain at least one (1) staff member trained and available to receive referrals and assist referred individuals with disabilities, and maintain a sufficient number of staff certified to process referrals and provide application assistance in a timely manner, as specified in this grant;

A.67. The Grantee shall be responsible for responding to referrals from TennCare or its designee as follows:

- a. Produce a contact list and submit it to TennCare or its designee to receive referrals, and submit an updated contact list to TennCare or its designee if there is a change to the list;
- b. Respond to all referrals from TennCare or its designee within two (2) business days of receipt of the referral by contacting the referred individual to arrange an appointment to provide assistance face-to-face. Such appointment shall be completed within five (5) business days of receipt of the referral, unless the Grantee is unable to reach the applicant or family member, the referred individual or family member requests a later date, or due to other events outside of the Grantee's control, which shall be documented in writing. The documentation shall include circumstances that led to, and efforts to mitigate, the delay.
- c. Consider an individual as unable to be contacted and the referral as resolved when the Grantee has:
 - (1) Made and documented three (3) attempts via telephone to contact the referred individual distributed over three (3) business days (an attempt may consist of a voicemail for the individual that includes a brief introduction and the Grantee's phone number, or an unanswered call); and subsequently,



(2) Mailed a letter within three (3) business days after the last of the three unsuccessful telephone attempts detailing how the individual may obtain needed information in the future and enclosed information regarding the Grantee's ability to assist the individual in applying for Medicaid via the ACA marketplace. Such letter shall be provided by TennCare or developed by the Grantee and approved by TennCare.

d. Provide face-to-face assistance in helping interested individuals with disabilities referred by TennCare or its designee with applying for and enrolling in Medicaid through the ACA marketplace.

A.68. The Grantee shall, in a form and format prescribed by TennCare, submit a Quarterly Referral Report to TennCare that includes, at a minimum, the following:

- a. Demographics of the individuals making requests for assistance;
- b. Information about the timeliness of contacts and face-to-face assistance; and
- c. Information about Disposition of Requests.

A.69. Relative to Sections A.66 through A.68 of this Grant Contract, the Grantee is obligated to provide assistance only for applicants referred by TennCare or its designee.

Required Approvals. The State is not bound by this Amendment 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).

The revisions set forth herein shall be effective May 1, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

FIRST TENNESSEE DEVELOPMENT DISTRICT:

Susan Reid

4-21-14

GRANTEE SIGNATURE

DATE

Susan Reid, Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:**

Larry B. Martin /co

4/24/2014

Larry B. Martin, Commissioner

DATE



GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2013	End Date June 30, 2016	Agency Tracking # 31865-00088	Edison ID 36661
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Contractor Legal Entity Name First Tennessee Development District	Edison Vendor ID 0000002084
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Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA # 93.778 Dept of Health & Human Services/Title XIX
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Service Caption (one line only)
Single Point of Entry (SPOE) to Medicaid-reimbursed long-term services and supports for persons who are elderly and adults age twenty-one (21) and older with a physical disability

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$471,283.00	\$471,283.00			\$942,566.00
2015	\$471,283.00	\$471,283.00			\$942,566.00
2016	\$471,283.00	\$471,283.00			\$942,566.00
TOTAL:	\$1,413,849.00	\$1,413,849.00			\$2,827,698.00

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

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.

[Signature]

OCR USE - GG

Speed Chart (optional) TN00000183	Account Code (optional) 71304000
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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
AND
FIRST TENNESSEE DEVELOPMENT DISTRICT**

This Grant Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" or "TennCare," and First Tennessee Development District, hereinafter referred to as the "Grantee," is for the provision of specified functions as the Single Point of Entry (SPOE) to Medicaid-reimbursed long-term services and supports (LTSS) for persons who are elderly and adults age twenty-one (21) and older with a physical disability as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID #2084

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract. Terms and definitions applicable to this Grant Contract are located in Attachment A.
- A.2. The Grantee shall implement policies and practices to ensure and monitor compliance with all applicable TennCare Administrative Rules, policies, procedures, workflow processes and protocols in a manner consistent with such approved documents.

Single Point of Entry

- A.3. The Grantee shall function as the SPOE for individuals and families seeking information about LTSS and/or seeking entry into the Medicaid-reimbursed LTSS delivery system, including Institutional and Home and Community-Based Services (HCBS). At a minimum, functions of the SPOE shall be administered in accordance with this Grant Contract and include:
 - a. Outreach and education about options for LTSS, regardless of funding source, for the community-at-large, consumers, caregivers and providers;
 - b. Information and referral for individuals or families considering options for LTSS;
 - c. Screening and assessment to assist individuals and families in determining possible eligibility and need for Medicaid-reimbursed LTSS;
 - d. Facilitated enrollment into the Medicaid-reimbursed LTSS delivery system;
 - e. Advocacy on behalf of individuals and families seeking access to and/or receiving Medicaid-reimbursed LTSS; and
 - f. Management of the Grantee's data collected as part of its intake, screening, and assessment processes, for the purpose of documenting SPOE activities and outcomes to identify opportunities for improvement in and assess the effectiveness of SPOE-related processes and activities.
- A.4. The Grantee shall provide SPOE-related functions at no cost to all individuals or families.
- A.5. The Grantee shall provide SPOE-related functions to all individuals not currently enrolled in Medicaid and who are identified by nursing facilities (NFs) through the Minimum Data Set 3.0 (MDS) Section Q assessments as described in the Screening and Assessment requirements Sections A.20 through A.28.



Outreach and Education

- A.6. The Grantee shall develop an Annual Outreach and Education Plan that, within the Grantee's service area, promotes general understanding about the LTSS delivery system, CHOICES services available for eligible enrollees, and the role of the Grantee as a source of information and referral for LTSS resources.
- A.7. The Grantee shall submit the Annual Outreach and Education Plan as specified in Section A.63 and in the format and manner specified by TennCare. Upon written approval from TennCare, the Grantee shall implement the plan immediately. The Annual Outreach and Education Plan, at a minimum, shall include the following:
- a. Quarterly Performance Standards for outreach and education activities that ensure Grantee's compliance with the Annual Performance Standards (Section A.63).
 - (1) At a minimum, Quarterly Performance Standards shall delineate planned outreach and education activities by quarter, including target audience, materials and/or tools that will be used, primary message, and the responsible party for each activity.
 - (2) The Grantee shall complete no fewer than sixteen (16) outreach and education activities per contract year.
 - (3) Annually, the target audience for at least fifty percent (50%) of outreach and education activities must include discharge planners, primary care providers, primary care office/practice managers, or NF social workers.
 - b. Outreach to the following target populations:
 - (1) Individuals, and families of individuals, who are elderly or adults age twenty-one (21) or older with a physical disability;
 - (2) Community service agencies that may be a resource for individuals receiving LTSS; and
 - (3) Providers, agencies and individuals who impact the continuum of LTSS delivery including primary care providers, NFs, hospital discharge planners and the Long-Term Care (LTC) Ombudsmen.
 - c. Utilization of various methods of outreach and education such as:
 - (1) Community health fairs or events;
 - (2) Distribution of approved printed materials (see Section A.9);
 - (3) Staff or individual meetings; and
 - (4) Presentations or panel discussions.
 - d. Education topics including:
 - (1) Information and services available through the SPOE;
 - (2) Role of Managed Care Organizations (MCOs) in the administration of CHOICES; and



- (3) Medicaid-reimbursed LTSS resources, with increased focus on the following:
 - i. NF-to-community transitions;
 - ii. Consumer-directed HCBS; and
 - iii. Eligibility for, including required documentation, and entry into the Medicaid-reimbursed LTSS service delivery system.

A.8. The Grantee shall submit a Quarterly Update to the Annual Outreach and Education Plan (Section A.6) that includes the following:

- a. The status of Performance Standard completion;
- b. Required documentation of each activity completed during the reporting period, which, at a minimum, for each activity shall include:
 - (1) A brief description of the event detailing the type of event, Grantee representative(s) present, topics and audience composition;
 - (2) Communication format or tools utilized;
 - (3) Materials provided;
 - (4) Planned follow-up, as appropriate; and
 - (5) For each activity, other than a booth at a health fair or other similar event, a sign-in sheet that includes the names of all attendees, and for professional attendees, the job title and organization.
- c. Amendments to activities planned in future reporting periods.

A.9. The Grantee shall utilize outreach materials developed by TennCare, and/or shall submit all outreach materials that the Grantee develops, including but not limited to, brochures, fliers, Notice of Privacy Practices, and training materials, for written approval prior to dissemination in the manner specified by TennCare. TennCare shall review all outreach materials and provide a response within thirty (30) days of receipt. In the event that TennCare does not approve the materials, the Grantee will receive written comments and will be required to revise and resubmit the materials for approval.

- a. Materials that the Grantee distributes to existing or potentially eligible Medicaid participants shall, at a minimum, be:
 - (1) Worded at a sixth (6th) grade reading level, unless otherwise approved in writing by TennCare;
 - (2) Clearly legible with a minimum font size of 12 point, unless otherwise approved in writing by TennCare;
 - (3) Printed with the Grantee's contact information, including telephone number, to allow individuals with limited English proficiency or disabilities to receive assistance; and
 - (4) Printed with the following assurance of non-discrimination:

No person on the grounds of handicap/disability, age, race, color, religion, sex, national origin, or any other group protected by law 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.

- b. Upon modification of approved materials, the Grantee shall resubmit documents in the manner prescribed by TennCare for review and approval of said modifications. The Grantee shall not utilize or distribute modified materials prior to receipt of written approval from TennCare.

Information and Referral

- A.10. The Grantee shall provide Information and Referral (I&R) services regarding the CHOICES program to ensure that individuals seeking LTSS and their families can readily obtain information concerning the availability of Medicaid-reimbursed HCBS and other LTSS options and specific eligibility requirements, application processes, and methods of referrals for such services.
- A.11. The Grantee shall ensure that I&R services are readily available and accessible during normal business hours, and shall develop and maintain a contingency plan for high volume call periods, the management of overflow calls, and the provision of back-up staff when employees assigned to I&R are not available. This contingency plan shall be reviewed and updated as appropriate on at least an annual basis.
- A.12. The Grantee shall provide I&R services at no cost to individuals and/or families seeking information about LTSS.
- A.13. The Grantee must accept all referrals, regardless of source, in multiple formats, including referrals for I&R via facsimile, email, secure e-mail or telephone.
- A.14. The Grantee shall provide, when possible, requested information during the initial call when requests are made telephonically.
- A.15. The Grantee shall respond to all requests for CHOICES I&R regardless of method of receipt within two (2) business days of receipt, or the Grantee shall document circumstances that led to, and efforts to mitigate, the delay.
- A.16. The Grantee may consider an individual as unable to be contacted and the I&R request as resolved when the Grantee has:
 - a. Made and documented three (3) attempts to contact the individual via phone over five (5) days (an attempt may consist of a voicemail for the individual that includes a brief introduction and the Grantee's phone number, or an unanswered call); and subsequently
 - b. Mailed a letter detailing how the individual may obtain needed information in the future and enclosed information regarding the CHOICES program to individuals for whom the Grantee obtained an address. Such letter shall be provided by TennCare or developed by the Grantee and approved by TennCare.
- A.17. The Grantee shall utilize standardized forms and/or databases to collect I&R data for all CHOICES I&R requests received, to include:
 - a. Statistics for incoming requests that include the total number and date of each request;
 - b. Statistics for efforts to respond to requests for CHOICES I&R, including the total number and dates of responses that cannot be accomplished at the time of the request;
 - c. Demographics of individuals making requests, including name, Social Security Number (SSN), date of birth (DOB), county of residence, address, gender (if provided), race or ethnicity (if provided), referral source, and referral name;



- d. Denotation of request (e.g., seeking CHOICES I&R on behalf of self or other person, or facts about transitioning from a NF to the community); and
 - e. Disposition of requests for CHOICES I&R that shall include the number of requests referred for CHOICES screening (Sections A.29 – A.46); documented as unable to contact (Section A.16); transferred to an MCO; transferred to another AAAD, or requested information provided to individual.
- A.18. The Grantee may, upon written approval by TennCare, modify data elements and/or be granted additional time to complete system modifications needed to collect and report the data elements specified in Section A.17.
- A.19. The Grantee shall provide sufficient staff, who are trained to provide I&R services. Such staff must complete the following processes upon intake:
- a. Respond to direct inquires for CHOICES program information or resources for other LTSS with pertinent and accurate information, which may include detailed information about the application and enrollment process, program eligibility and enrollment criteria, and benefits;
 - b. Conduct the CHOICES screening as detailed in Sections A.29 – A.46;
 - c. Provide accurate, consistent, comprehensive information to avoid the need for multiple referrals, screenings, and assessments;
 - d. Assess the short-term needs of an inquirer who is in crisis, such as someone who is threatening harm to himself/herself or others, victims of domestic abuse, or someone experiencing a psychiatric emergency;
 - e. Respond appropriately to callers who are confused, anxious, angry, hostile, manipulative, or who call frequently with similar requests; and
 - f. Respond respectfully to all callers.

Screening and Assessment - MDS Referrals

- A.20. The Grantee shall serve as the Local Contact Agency (LCA) for individuals who do not have established Medicaid eligibility and who are seeking information about transitioning from a NF setting to the community as identified by NFs through the MDS 3.0 process.
- A.21. The Grantee shall securely transfer to the MCO any referrals received on behalf of individuals who are currently eligible for TennCare, do not have eligibility end dates at the time of the referral, and who are assigned to a TennCare MCO. The Grantee shall obtain confirmation of receipt which may include a fax confirmation page, fax transmission log from the sending fax machine or documentation of e-mail delivery to the MCO.
- A.22. The Grantee shall be the LCA for referrals received on behalf of individuals who are currently eligible for TennCare, but whose eligibility is ending.
- A.23. The Grantee shall provide individuals referred through the MDS process with information about available LTSS options for community living and, as appropriate, eligibility requirements and enrollment processes for such services regardless of whether the individual may be eligible for Medicaid or other publicly funded programs, or would be paying privately for such care.
- A.24. The Grantee shall consider NF-generated MDS referrals on behalf of individuals who are ineligible for CHOICES as an initial request for I&R for LTSS through other payer sources including private pay.



- a. For MDS referrals, the Grantee provides information, referral, screening, assessment and facilitated enrollment, as appropriate.
 - b. The referring NF remains responsible for discharge planning.
- A.25. For all MDS referrals for individuals currently ineligible for Medicaid, the Grantee shall, in accordance with policies and protocols established by TennCare:
- a. Contact the individual or the individual's representative within two (2) business days of the receipt of the referral.
 - (1) The purpose of this contact is to gather information or facilitate the face-to-face contact; and
 - (2) This contact may not be used in lieu of a face-to-face visit.
 - b. Conduct a face-to-face visit within ten (10) business days of the receipt of referral.
 - (1) The Grantee shall conduct such a visit with all individuals referred to the Grantee through the MDS referral process; and
 - (2) Such a visit shall be conducted by appropriately qualified staff.
 - (3) If the individual or the individual's representative declines a face-to-face visit, the Grantee shall document this declination and shall not conduct a face-to-face visit.
- A.26. For all MDS referrals, based on eligibility requirements and services needed, the Grantee shall:
- a. Facilitate CHOICES screening, assessment and enrollment as described in this Grant Contract;
 - b. Facilitate enrollment into LTSS programs other than CHOICES;
 - c. Provide information about locally available LTSS options for community living regardless of payer source for such services; and
 - d. Conduct a face-to-face visit.
- A.27. The Grantee shall utilize standardized forms and/or databases to collect MDS referral data including:
- a. Date of referral receipt;
 - b. Referring facility;
 - c. Basic demographic information of referred individual, including name, SSN, DOB, name of the NF where the MDS assessment occurred, and county where the NF is located;
 - d. Name and contact information for individual and/or representative;
 - e. Date of Grantee's initial contact;
 - f. Date of Grantee's face-to-face visit; and
 - g. Outcome of the referral (e.g., enrolled in CHOICES, enrolled into another LTSS program, counseled regarding private pay service options, unable to be contacted, referred to MCO or individual/representative stated no information needed).



- A.28. The Grantee may, upon written approval by TennCare, modify data elements and/or be granted additional time to complete system modifications needed to collect and report the data elements specified in Section A.27.

Screening and Assessment – CHOICES

- A.29. The Grantee may receive referrals for the CHOICES program from sources that include, but are not limited to, the Grantee's I&R or MDS processes, providers, individuals, families, MCOs, TennCare and hospitals. To facilitate CHOICES referrals, the Grantee shall make reasonable efforts to establish good working partnerships and ongoing communication processes with hospital discharge planners and NF social workers located within the Grantee's service area. The Grantee shall, whenever possible and practicable for at least specified times each week, co-locate intake and assessment staff at locations throughout the community where the elderly and adults with physical disabilities will likely seek entry into the CHOICES program.
- A.30. The Grantee shall transfer to the MCO referrals received on behalf of individuals who are currently eligible for TennCare, who do not have eligibility end dates at the time of the referral and who are assigned to a TennCare MCO.
- a. For referrals received via telephone during business hours, the Grantee shall make every effort to utilize a warm transfer process to facilitate the caller's contact with the MCO.
 - b. If a warm transfer is not possible, the Grantee may provide information to the caller detailing the method in which the caller may contact the MCO directly, guidance on how to make the referral directly to the MCO and instruction on how to contact the Grantee if unable to successfully contact the MCO. Following this provision of information, the Grantee may transfer the caller to the MCO.
 - c. For referrals received outside normal business hours or via a method other than telephonically, the Grantee shall document the referral in the manner specified in TennCare protocols, and fax or email the referral to the appropriate MCO.
 - (1) Fax and/or email referrals must be transmitted to the MCO daily.
 - (2) The Grantee must obtain confirmation of receipt which may include a fax transmission log from the sending fax machine or documentation of e-mail delivery to the MCO.
 - (3) The Grantee shall maintain documentation of all referrals sent to the MCO and shall make such documentation available to TennCare upon request. At a minimum, such documentation shall include the caller's name, date and time of call, method of referral to the MCO, and time and date of referral.
- A.31. For individuals who are not currently enrolled in TennCare or whose TennCare eligibility is ending as evidenced by an eligibility end date, the Grantee shall utilize standardized processes, protocols, and forms approved by TennCare to conduct the initial screening and/or assessment to determine if the applicant appears to be eligible for the CHOICES program. These activities represent intake screening and do not constitute an eligibility determination.
- A.32. Using the tools and protocols specified by TennCare, the Grantee may elect to complete an initial telephonic screening that shall assess whether the applicant appears to meet:
- a. Categorical and financial eligibility criteria for CHOICES; and
 - b. Level of care (LOC) criteria for CHOICES.
- A.33. The Grantee shall make every effort to conduct this screening process at the time of referral, unless the person making the referral is unable or is not authorized by the applicant to assist with



the screening process, in which case the Grantee shall complete the telephone screening process within two (2) business days of receipt of the referral, unless a later date is requested by the applicant, which shall be documented in writing in the intake record.

- A.34. Regardless of referral source, the Grantee may consider an individual as unable to be contacted and the Screening Referral as resolved when the Grantee has:
- a. Made and documented three (3) attempts to contact the individual via phone over five (5) days; and subsequently
 - b. Mailed a letter detailing how the individual may obtain a CHOICES screening in the future and enclosed information regarding the CHOICES program to individuals for whom the Grantee obtained an address. Such a letter shall be provided by TennCare or developed by the Grantee and approved by TennCare.
 - c. Such efforts must be documented in the intake record and include the telephone and/or address used for the required contacts.
- A.35. The Grantee shall ensure that the initial screening process does not "screen out" any individual that might qualify for enrollment in CHOICES, and/or deny any individual the right to apply for enrollment in the CHOICES program.
- A.36. The Grantee shall document the outcome of the CHOICES screening in the intake record.
- a. If the applicant does not meet the telephone screening criteria, the Grantee shall notify the applicant verbally and in writing (a) that he/she does not appear to meet the criteria for enrollment in the CHOICES program; (b) that he/she has the right to continue with the CHOICES intake process and if determined ineligible, to receive notice of such denial, including the applicant's due process right to appeal; and (c) that if the applicant wishes to proceed with the intake process, the applicant must submit a written request to the Grantee, in which case, the intake assessment shall be conducted within five (5) business days of receipt of such written request by the Grantee unless the Grantee is unable to reach the applicant or family member, a later date is requested by the applicant or family member, or due to other events outside of the Grantee's control, which shall be documented in writing in the intake record. This notice will be provided by TennCare or developed by the Grantee and approved by TennCare.
 - b. For applicants who meet the screening criteria or for whom the Grantee elects not to use such screening process, the Grantee shall conduct an in-home face-to-face assessment of the individual's medical, functional, and social needs. The Grantee shall conduct the face-to-face visit, including the LOC and needs assessment, in the applicant's place of residence, except under extenuating circumstances (such as the applicant's hospitalization), which shall be documented in writing. This assessment shall be completed within five (5) business days of the initial screening or, for persons for whom the Grantee elects not to use such screening process, within five (5) business days of receipt of the referral, unless the Grantee is unable to reach the applicant or family member, a later date is requested by the applicant or family member, or due to other events outside of the Grantee's control, which shall be documented in writing in the intake record. As part of this intake visit the Grantee shall, using the tools and protocols specified by TennCare, conduct a LOC and needs assessment and assess the applicant's existing natural support system, including, but not limited to, informal supports provided by family and other caregivers, services that may be available at no cost to the applicant through other entities, and services that are reimbursable through other public or private funding sources, such as Medicare or LTC insurance.
- A.37. Pursuant to TennCare policies and protocols for management of waiting lists for enrollment into CHOICES Group 2, alternative timeframes for completion of CHOICES intake assessment functions and activities apply when there is a waiting list for enrollment into CHOICES Group 2.



The Grantee shall be notified in writing when CHOICES Group 2 enrollment is approaching the enrollment target and if alternative timelines will apply.

- A.38. During the Grantee's face-to-face intake assessment with the applicant and family or other caregivers as appropriate, The Grantee shall:
- a. Provide general CHOICES education and information as specified by TennCare, and assist in answering any questions the applicant may have;
 - b. Provide information about Federal Estate Recovery Program (FERP) provisions;
 - c. Provide choice counseling and facilitate the applicant's/representative's selection of an MCO;
 - d. Verbally and in writing, in the format prescribed by TennCare, provide education regarding freedom of choice of NF versus HCBS. This decision shall be documented with a Freedom of Choice form signed by the applicant or other representative as appropriate;
 - e. Provide information and signed acknowledgement of understanding regarding a CHOICES member's responsibility with respect to payment of patient liability amounts, including signed acknowledgement of understanding regarding the potential consequences for non-payment of patient liability which may include loss of the member's current NF provider, community-based residential provider, HCBS provider or MCO; disenrollment from CHOICES; and to the extent the member's eligibility is dependent on receipt of Medicaid-reimbursed LTSS, possible loss of eligibility for TennCare;
 - f. For applicants who want to receive NF services:
 - (1) Provide information regarding the NF LOC criteria and eligibility requirements for Medicaid-reimbursed LTSS that the applicant must meet to receive CHOICES Group 1 NF services;
 - (2) Provide information about available NFs and selection of a NF;
 - (3) Provide information regarding the completion of all Pre-Admission Screening and Resident Review (PASRR) requirements prior to NF admission and assist the NF in facilitating PASRR completion, as necessary; and
 - (4) Inform the applicant that he or she may proceed with intake for CHOICES and, if the applicant is eligible (i.e., meets NF LOC and is eligible for Medicaid-reimbursed LTSS) and his or her needs can safely and effectively be met in the community, the applicant may receive HCBS services until NF placement can be completed;
 - g. For applicants seeking HCBS:
 - (1) Conduct a risk assessment using a tool approved by TennCare and a protocol specified by TennCare and provide information to the applicant, which shall include identified risks to the applicant, the consequences of such risks, strategies to mitigate the identified risks, and document such information in the manner prescribed by TennCare;
 - (2) Provide information regarding consumer direction and obtain signed documentation of the applicant's interest in participating in consumer direction;
 - h. For all applicants, provide information regarding next steps in the process, including the need for approval by TennCare to enroll in CHOICES, and the role that the MCO and



Care Coordinator will play after the applicant is enrolled into CHOICES, including that the MCO will develop and approve a plan of care; and

- i. For all applicants, obtain an authorization to release Protected Health Information (PHI), signed by the applicant or the applicant's authorized representative.
- A.39. The Grantee shall facilitate the applicant's Medicaid categorical and financial eligibility determination, including, but not limited to (as applicable):
- a. Completion of the Department of Human Services (DHS) Medicaid application;
 - b. Gathering and copying of all required documentation for verification purposes;
 - c. Submission of the Medicaid application and supporting documentation to DHS;
 - d. Follow-up regarding any additional information needed; and
 - e. Determination of presumptive eligibility in accordance with TennCare protocols.
- A.40. The Grantee shall complete the Pre-Admission Evaluation (PAE) in accordance with specifications in TennCare Administrative Rules, policies and protocols, obtain physician certification, health and physical, and physician orders, as applicable. The Grantee shall be responsible for ensuring that the LOC is accurate and complete, satisfies all technical requirements specified by TennCare, and accurately reflects the member's current medical and functional status based on information gathered. At a minimum, this information must be gathered from the member, his or her representative, the staff's direct observations, and the history and physical or other medical records which shall be submitted with the application. The Grantee shall note in the LOC any discrepancies between these sources of information, and shall provide explanation regarding how the Grantee addressed such discrepancies in the LOC.
- A.41. For persons seeking HCBS, the Grantee shall ensure that if the applicant is eligible for and enrolled into CHOICES Group 2 or Group 3, the applicant needs to receive ongoing HCBS in order to safely meet the applicant's unmet needs.
- A.42. Within five (5) business days of the face-to-face visit, the Grantee shall submit to TennCare, in the manner specified by TennCare, all documentation necessary for determination of LOC eligibility, and at the same time, in the manner specified by TennCare, the Grantee shall submit all documents required to facilitate CHOICES enrollment as described in TennCare protocols, policies and procedures.
- a. If the Grantee is unable to obtain specific documents within five (5) business days, such as required medical information or bank statements, and such documents delay the submission of information to TennCare, the Grantee must document and continue efforts to collect such documents until complete documentation is obtained and submitted.
 - b. Efforts to collect medical documentation required for the submission of the PAE shall include the following methods, or combinations of methods:
 - (1) Contacting the physician, medical facility or other healthcare entity by telephone, fax and/or in writing;
 - (2) Visiting the healthcare entity, if possible and practicable, to request and/or pick up the required documentation; and/or
 - (3) Contacting the applicant by phone, face-to-face, or in writing to request assistance in obtaining the needed documentation.
- A.43. When a Grantee's assessment of an applicant indicates that an applicant's unmet needs can only be met safely through the Companion Care benefit, which is available in CHOICES Group 2



through consumer direction, the Grantee shall facilitate enrollment in the manner described in TennCare protocols, policies and procedures.

- A.44. If through the face-to-face intake assessment the Grantee determines that the applicant does not appear to meet CHOICES enrollment criteria, the Grantee shall advise the applicant verbally: (1) that he/she does not appear to meet the criteria for enrollment in CHOICES; but shall also advise the member (2) that he/she has the right to continue with the CHOICES intake process and, if determined ineligible, to receive notice of such denial, including the member's due process right to a fair hearing. The decision to discontinue the CHOICES intake process must be made by the applicant or the applicant's representative, as appropriate, and the Grantee shall not encourage the applicant or applicant's representative to discontinue the process.
- a. Upon the applicant's decision to continue the CHOICES intake, the Grantee shall continue the intake process and complete all required activities, including submission of a PAE to TennCare; or
 - b. Upon the applicant's decision to discontinue the CHOICES intake process, the Grantee shall:
 - (1) In the manner prescribed by TennCare, document the applicant's decision to terminate the CHOICES intake process, including the applicant or representative's signature and date;
 - (2) Maintain this documentation in the member's record and provide a copy to the member/representative. Such documentation shall be available for review by TennCare upon request; and
 - (3) The Grantee shall provide the member with information about how to initiate a new CHOICES screening and intake process in the future.
- A.45. If during the face-to-face intake visit the applicant or his or her representative elects to terminate the assessment and eligibility determination process for any other reason (e.g., estate recovery, patient liability, or does not need the services available through CHOICES), the Grantee shall, in the manner prescribed by TennCare, document the applicant's decision to terminate the CHOICES intake process, including the applicant's or representative's signature and date. The Grantee shall maintain this documentation in the applicant's record and provide a copy to the applicant/representative.
- a. The decision to discontinue the CHOICES intake process must be made by the applicant or the applicant's representative and the Grantee shall not encourage the applicant or applicant's representative to discontinue the process.
 - b. The Grantee shall provide the applicant with information about how to initiate a new CHOICES screening and intake process in the future.
- A.46. The Grantee shall use standardized forms and/or databases to collect data pertaining to CHOICES Screening and Assessment which, at a minimum, shall include the:
- a. Date and source of CHOICES screening referral;
 - b. Referred individual's name and demographic information;
 - c. Date of CHOICES screening and name of staff completing the screening, if the Grantee employs such process; and
 - d. Screening outcome, which shall include the following (as applicable):



- (1) Applicant did not appear to meet screening criteria but elected to complete the CHOICES eligibility determination process;
- (2) Applicant did not appear to meet screening criteria and elected not to continue with CHOICES eligibility determination process;
- (3) Applicant did not want to complete screening because of the FERP;
- (4) Applicant did not want to complete the screening for reasons other than FERP;
- (5) Applicant met CHOICES screening criteria;
- (6) Date of face-to-face visit and name of staff member completing the visit;
- (7) Applicants who do not appear to meet CHOICES eligibility or LOC requirements and the decision to continue or discontinue CHOICES assessment;
- (8) Applicants who elect to discontinue the assessment process for other reasons (e.g. does not want CHOICES services, FERP or patient liability);
- (9) Date of PAE submission; and
- (10) PAE determination.

Ongoing Activities of the SPOE

- A.47. The Grantee shall facilitate determination of continued Medicaid eligibility. Upon notification by TennCare or identification through another means that a CHOICES enrollee's Medicaid eligibility is ending and that specific action is required to determine continued eligibility, in the manner prescribed by TennCare, the Grantee shall facilitate the Medicaid reverification process, which, at a minimum, includes:
- a. Completion of the Request for Information (RFI) or other form as may be required by DHS;
 - b. Gathering and copying of all required documentation for reverification purposes;
 - c. Submission of the RFI and applicable supporting documentation to DHS; and
 - d. Follow-up regarding any additional information needed.
- A.48. The Grantee shall contact each individual identified by TennCare within five (5) business days of the transmission of member's information from TennCare to the Grantee. Upon contact by phone, the Grantee shall:
- a. Verify the member's receipt of the RFI;
 - b. Provide a brief overview of the Medicaid reverification purpose and process; and
 - c. Offer the member assistance in gathering and preparing the documents for submission to DHS.
- A.49. Should the member decline assistance, the Grantee shall reemphasize the consequences resulting in loss of Medicaid eligibility should the member fail to complete the RFI process. If the member continues to decline assistance, the Grantee shall maintain documentation of this refusal.



- A.50. For members requesting assistance, the Grantee shall conduct a face-to-face visit within five (5) days of initial phone contact. During this face-to-face visit, the Grantee shall:
- a. Obtain an authorization to release PHI, signed by the member or member's authorized representative;
 - b. Assist the member with completing the RFI of other form as required by DHS;
 - c. Assist the member with gathering and copying all required documentation for re-determination purposes;
 - d. Assist the member with submitting the completed RFI and applicable supporting documentation to DHS, within the timeframe specified by DHS;
- A.51. The Grantee may consider a CHOICES member unable to reach after the Grantee has made and documented three (3) attempts to contact the individual via phone over five (5) days.
- A.52. The Grantee shall collect data, utilizing standard forms and/or databases. The data collected shall, at a minimum, include the:
- a. Name of the CHOICES member;
 - b. Date of the contact with the member;
 - c. Members who declined assistance;
 - d. Members who requested assistance;
 - e. Members whom the grantee was unable to reach;
 - f. Members who are deceased; and
 - g. Date of face-to-face visit, as applicable, to collect information.
- A.53. The Grantee shall convene or participate in regional meetings that are convened for the purpose of improving or enhancing communication and coordination between organizations and agencies that participate in the LTSS delivery system.
- a. At a minimum, the Grantee shall ensure that one regional meeting occurs each quarter.
 - b. Participants may include representatives from MCOs or from organizations involved in making CHOICES referrals, determining Medicaid eligibility, or CHOICES enrollment.
 - c. The first meeting must be in person, and subsequent meetings may be via conference call or in person with at least two (2) meetings per contract year being in person.
- A.54. The Grantee shall submit a Quarterly SPOE Activity Report in the manner and format directed by TennCare. This report will be used to monitor the Grantee's compliance with this Grant Contract and to calculate Performance-Based Payments (Section A.64).

Quality of Life Surveys – Money Follows the Person Rebalancing Demonstration (MFP)

- A.55. The Grantee shall conduct Quality of Life (QoL) surveys for participants in TennCare's MFP program, including people who are elderly or who have physical or intellectual disabilities, utilizing only the tools and methodology provided by TennCare.



- a. The Grantee shall notify TennCare in writing of the names, titles and contact information for the Grantee's representatives who will be the primary and secondary points of contact for MFP.
- b. TennCare will provide training, materials and protocols to the Grantee regarding the completion of the QoL survey.
 - (1) The Grantee shall ensure that such training and review of materials and protocols shall be completed by all staff who will conduct QoL surveys prior to conducting surveys;
 - (2) The Grantee shall maintain documentation of completion of such training for each staff member conducting QoL surveys; and
 - (3) The Grantee shall provide such documentation to TennCare upon request.
- c. The Grantee shall provide and document initial and ongoing education to its employees who will conduct QoL surveys with MFP members that include, at a minimum:
 - (1) Overview of MFP;
 - (2) Overview of CHOICES;
 - (3) Procedures and requirements for completing the QoL surveys;
 - (4) Health Insurance Portability and Accountability Act of 1996 (HIPAA) training;
 - (5) Conducting a home visit;
 - (6) Cultural Competency;
 - (7) Identifying and reporting abuse and neglect of an MFP participant;
 - (8) Identification and reporting of TennCare fraud and abuse; and
 - (9) Identifying and reporting of privacy and security incidents.
- d. Prior to the Grantee's surveyor(s) entering an MFP participant's place of residence, the Grantee shall document confirmation of the following minimum requirements for each staff person:
 - (1) The surveyor successfully passed a criminal background check; and
 - (2) The surveyor does not appear on the Tennessee Abuse Registry, Tennessee Felony Offender Registry or the National and Tennessee Sexual Offender Registry.
 - (3) The surveyor has completed all required training and review of materials and protocols as prescribed by TennCare.
- e. The Grantee shall complete the QoL surveys at the following intervals for each MFP participant:
 - (1) Two (2) weeks prior to transition to the community. If the Grantee cannot complete the QoL survey prior to the date of transition, the Grantee shall:
 - i. Notify TennCare in the manner prescribed by TennCare; and



- iii. The MFP participant refuses to be interviewed, and the Grantee has followed TennCare procedure as outlined in TennCare protocols, procedures and training;
 - iv. Prior approval in writing from TennCare that the QoL survey cannot be completed. TennCare shall provide this written response within ten (10) business days.
- h. The Grantee shall submit the completed survey response data to TennCare each month on or before the tenth (10th) calendar day of the month in the manner prescribed by TennCare. The Grantee shall document any variation to the TennCare prescribed time line for the submission of the completed QoL survey and forward such documentation to TennCare upon request.
- A.56. The Grantee shall submit a Monthly MFP Quality of Life Survey Report in the manner and format directed by TennCare. This report will be used to monitor the Grantee's compliance with this agreement and to verify the Grantee's invoice for reimbursement for completed QoL surveys.

CHOICES Customer Satisfaction Surveys

- A.57. The Grantee shall conduct the CHOICES Customer Satisfaction Survey for CHOICES Group 1, Group 2 and, as appropriate, Group 3 members based off a randomly generated sample set provided by TennCare and utilizing only the tools and methodology provided by TennCare.
- a. The Grantee shall notify TennCare in writing of the names, titles and contact information for the Grantee's representatives who will be the primary and secondary point of contact for the CHOICES Customer Satisfaction Survey.
 - b. TennCare will provide training, materials and protocols to the Grantee regarding the completion of the CHOICES Customer Satisfaction Survey.
 - (1) The Grantee shall ensure that, prior to conducting surveys, such training and review of materials and protocols shall be completed by all staff who will conduct CHOICES Customer Satisfaction Surveys;
 - (2) The Grantee shall maintain documentation of completion of such training for each staff member conducting CHOICES Customer Satisfaction Surveys; and
 - (3) Such documentation shall be provided to TennCare upon request.
 - c. The Grantee shall provide and document initial and ongoing education to its employees who will conduct CHOICES Customer Satisfaction Surveys that include, at a minimum:
 - (1) Overview of CHOICES;
 - (2) Procedures and requirements for completing the CHOICES Customer Satisfaction Surveys;
 - (3) Health Insurance Portability and Accountability Act of 1996 (HIPAA) training;
 - (4) Conducting a home visit;
 - (5) Cultural Competency;
 - (6) Identifying and reporting abuse and neglect of a CHOICES member; and
 - (7) Identification and reporting of TennCare fraud and abuse.



- d. Prior to the Grantee's surveyor(s) entering a CHOICES member's place of residence to conduct a Customer Satisfaction Survey, the Grantee shall document confirmation of the following requirements:
- (1) The surveyor successfully passed a criminal background check
 - (2) The surveyor does not appear on the Tennessee Abuse Registry, Tennessee Felony Offender Registry or the National and Tennessee Sexual Offender Registry; and
 - (3) The surveyor has completed all required training and review of materials and protocols as prescribed by TennCare.
- e. The Grantee shall complete the CHOICES Customer Satisfaction Survey in the format and manner specified by TennCare. At a minimum, the grantee shall ensure the following:
- (1) CHOICES Customer Satisfaction Survey participants shall only include members identified in the sample set provided by TennCare or its designee;
 - (2) CHOICES Customer Satisfaction Surveys shall be completed within the calendar year, unless otherwise specified by TennCare. The Grantee shall document all variations from the TennCare prescribed CHOICES Customer Satisfaction Survey completion time line, including circumstances that led to the variance and Grantee activities to mitigate the circumstances, and the Grantee shall make such documentation available to TennCare upon request; and
 - (3) The Grantee shall make a reasonable effort to schedule a face-to-face visit with each member included in the sample set provided by TennCare. Each member of the sample set shall be contacted telephonically within the established timeframe, utilizing a script provided by TennCare.
- f. If, after documenting three (3) separate phone contact attempts over five (5) days, the member cannot be reached, the Grantee shall document that the member is unable to be reached. Such documentation shall be submitted to TennCare upon request.
- (1) Upon establishing phone contact, the Grantee shall schedule a face-to-face visit with the member in his or her place of residence.
 - (2) During the face-to-face visit the Grantee shall conduct the CHOICES Customer Satisfaction Survey in accordance with TennCare protocols, procedures, and trainings.
 - (3) The Grantee shall make a reasonable effort to complete each CHOICES Customer Satisfaction Survey during a face-to-face visit in the survey respondent's place of residence. Should, due to events outside of the Grantee's control, it be deemed necessary to conduct the survey outside of the survey respondents place of residence, the Grantee shall request written approval from TennCare prior to conducting the survey. TennCare shall provide this written response within ten (10) business days.
 - (4) The Grantee shall deem a CHOICES Customer Satisfaction Survey unable to complete in the following instances:
 - i. Death of the sample member;
 - ii. The Grantee, upon following procedures as outlined in this Section, has been unable to contact the member; or



- iii. The member declines to participate in the Customer Satisfaction Survey. In such instances, the Grantee shall document the member's choice to decline participation and forward such documentation to TennCare upon request.

A.58. Upon completion of the Annual CHOICES Customer Satisfaction Survey, the Grantee shall submit an Annual CHOICES Customer Satisfaction Survey Billing Report in the manner and format prescribed by TennCare. This report shall be used to verify the Grantee's invoice for reimbursement for completed CHOICES Customer Satisfaction Surveys, and shall include, at a minimum:

- a. A list of each sample set member assigned to the Grantee;
- b. Documentation verifying that one of the following events occurred:
 - (1) The Grantee was unable to contact the member, in which case:
 - i. The Grantee must meet minimum contact attempt requirements per Section A.57.f; and
 - ii. The Grantee shall maintain documentation of attempts to contact the member.
 - (2) The member declined to be interviewed, in which case the Grantee shall maintain documentation of the member's refusal to participate;
 - (3) The Grantee scheduled an interview and traveled to meet the member, but the member was absent from the scheduled meeting; or
 - (4) The Grantee completed a survey with the member.

A.59. The Grantee shall submit an Annual CHOICES Customer Satisfaction Survey Responses Report in the manner and format prescribed by TennCare. The Grantee shall submit this information no later than January 20 of the following calendar year, unless otherwise specified by TennCare.

Quality Requirements

- A.60. The Grantee shall develop an annual plan to monitor the effective implementation of the requirements included in this Grant Contract.
- a. The Annual Quality Monitoring Plan shall be submitted in the manner specified by TennCare by August 1, 2013 and annually thereafter by August 1 for the duration of this Grant Contract.
 - b. At a minimum, the Annual Quality Monitoring Plan must address all primary processes identified in this Grant Contract including:
 - (1) Chart audits;
 - (2) Customer service monitoring;
 - (3) Periodic monitoring of face-to-face and visits; and
 - (4) Monitoring of compliance with performance standards.



- A.61. The Grantee shall cooperate fully with TennCare, or any other entity with which TennCare may contract, to perform Quality Assurance and/or Quality Improvement monitoring of the Grantee.
- A.62. For the purposes of this Grant Contract, the Grantee shall compute all required timelines as follows:
 - a. The day of the initiating event (e.g., receipt of a referral or receipt of the completion of face-to-face visit) is not to be included in the computation;
 - b. The Calendar Day immediately following the initiating event is day one (1) of timelines utilizing calendar days. Each subsequent calendar day is included in the computation; and
 - c. The Business Day immediately following the initiating event is day one (1) of timelines utilizing business days. Each subsequent business day is included in the computation. Official State holidays are not included in business day calculations.

Performance Standards

- A.63. The Grantee shall meet minimum Performance Standards as delineated below.

Performance Standards			
	Frequency	Category	Standard for Performance
1	Annual	Outreach and Education Plan	The Grantee shall complete no fewer than sixteen (16) outreach and education activities, as defined in Sections A.6 – A.9, per contract year.
2	Annual	Outreach and Education Plan	The target audience for at least fifty percent (50%) of activities must include discharge planners, primary care providers, or NF social workers.

Performance-Based Payments

- A.64. The Grantee shall request payment, as delineated in the Grant Budget (Attachments B, B.1 and B.2), for each quarter that the Grantee meets or exceeds any of the five (5) quarterly Performance Measures as defined in the chart entitled Performance-Based Payments in this Section. The Grantee shall receive only one Performance-Based Payment per quarter as prescribed below; the payments are not cumulative. Performance-Based Payments shall be distributed as follows:
 - a. Upon achievement of only one (1) of the Quarterly Performance Measures 1-5 for each quarter, a one-time payment of \$1,000;
 - b. Upon achievement of only two (2) of the Quarterly Performance Measures 1-5 for each quarter, a one-time payment of \$2,500;
 - c. Upon achievement of only three (3) of the Quarterly Performance Measures 1-5 for each quarter, a one-time payment of \$4,500;
 - d. Upon achievement of only four (4) of the Quarterly Performance Measures 1-5 for each quarter, a one-time payment of \$7,000; and
 - e. Upon achievement of all five (5) of the Quarterly Performance Measures 1-5 for each quarter, a one-time payment of \$10,000.



Performance-Based Payments			
	Frequency	Category	Performance Measures
1	Quarterly	Information and Referral	<p>The Grantee shall respond to ninety percent (90%) of all calls for I&R within two (2) business days. For the purpose of assessing compliance with this standard, calls from the following shall not be included in the denominator:</p> <ul style="list-style-type: none"> • Individuals who are documented as unable to be reached pursuant to this agreement • Individuals referred to an MCO or to another AAAD • Individuals not contacted within the required timeframe due to events outside of the Grantee's control
2	Quarterly	Screening and Assessment (MDS Referral)	<p>The Grantee shall conduct a face-to-face visit within ten (10) business days for ninety percent (90%) of individuals referred through the MDS process. For the purpose of assessing compliance with this standard, the following individuals will not be counted in the denominator:</p> <ul style="list-style-type: none"> • Individuals with a documented declination of a face-to-face visit • Individuals who are documented as unable to be reached pursuant to this agreement • Individuals who pass away or leave the facility within ten (10) business days of referral • Individuals with face-to-face visits that occurred outside of ten (10) business days, as requested by the individual or representative • Individuals unable to be visited face-to-face within ten (10) business days due to events outside of the Grantee's control
3	Quarterly	Screening and Assessment (CHOICES)	<p>The Grantee shall conduct a face-to-face visit within five (5) business days of a CHOICES screening, or in the absence of a screening, of the CHOICES referral for ninety percent (90%) of individuals referred for CHOICES Screening and Intake. For the purpose of assessing compliance with this standard, the following individuals will not be included in the denominator:</p> <ul style="list-style-type: none"> • Individuals who elect not to continue the process after telephonic screening • Individuals who are unable to be reached pursuant to this agreement • Individuals who request a later date for the face-to-face visit, • Individuals whose visit is delayed by events outside of the Grantee's control
4	Quarterly	Screening and Assessment (PAE Submission)	<p>The Grantee shall submit to TennCare all documents, including PAE, required to make CHOICES enrollment determinations within five (5) days of the face-to-face visit for eighty percent (80%) of CHOICES applicants. For the purpose of assessing compliance with this performance standard, the following PAEs will not be included in the denominator:</p>



			<ul style="list-style-type: none"> • PAEs that were submitted outside of five (5) business days due to missing documentation and the Grantee has documented attempts to collect such documentation, as specified in Section A.42.b • PAEs that were submitted outside of five (5) business days due to events outside of the Grantee's control
5	Quarterly	Ongoing SPOE Activities	<p>The Grantee shall contact ninety percent (90%) of individuals identified by the TennCare as receiving an RFI within five (5) business days. For the purpose of assessing compliance with this standard, the following RFI referrals will not be included in the denominator:</p> <ul style="list-style-type: none"> • Referrals of individuals who are documented as unable to be reached pursuant to this agreement • Referral of individuals who are contacted outside of five (5) business days due to events outside of the Grantee's control

Reporting and Deliverables

A.65. The Grantee shall submit deliverables utilizing the method and format specified by TennCare. Unless otherwise specified in this Grant Contract, the Grantee shall submit deliverable as follows:

a. Deliverable Submission Date Requirements:

Monthly	No later than the 20 th of the month following the end of the reporting period
Quarterly	No later than the 30 th of the month following the end of the reporting quarter
Annually	Ninety (90) calendar days after the end of the calendar year unless otherwise specified by TennCare
Ad hoc	Within ten (10) business days from the date of the request unless otherwise specified by TennCare

b. Annually, no later than July 15, the Grantee shall submit the Annual Outreach and Education Plan as described in Section A.6.



- c. The Grantee shall submit a Quarterly Update to the Outreach and Education Plan as described in Section A.8.
- d. The Grantee shall submit a Quarterly SPOE Activity Report as described in Section A.54.
- e. The Grantee shall submit a Monthly Quality of Life Survey Report as described in Section A. 58.
- f. The Grantee shall submit an Annual Quality Monitoring Plan no later than August 1 of each year as described in Section A.60.
- g. The Grantee shall submit ad hoc reports, queries and/or information requests in the form, format and time-frame established by TennCare. Ad hoc reports, queries and/or information requests may include, but are not limited to, the following:
 - (1) Status of a CHOICES applicant's facilitated enrollment; and
 - (2) Comprehensive files and or documentation pertaining to the requirements established in this Grant Contract.

B. CONTRACT PERIOD:

- B.1. This Grant Contract shall be effective for the period beginning July 1, 2013, and ending on June 30, 2016. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract period of no more than five (5) years, provided that such an extension of the contract period 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 Grant Contract, such funding will also be effected through contract amendment.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Million Eight Hundred Twenty-Seven Thousand Six Hundred Ninety-Eight Dollars (\$2,827,698.00). The Grant Budgets, attached and incorporated hereto as Attachment B for FY 2014, Attachment B.1 for FY 2015, and Attachment B.2 for FY 2016, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.



C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Finance and Administration
Bureau of TennCare
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/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Bureau of TennCare.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to five percent (5%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.



- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this Grant Contract, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee 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 or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- 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 said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).



- b. The Grantee 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 Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant 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. Except as specifically provided herein, this Grant 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 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 redress.
- 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, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- 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 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 be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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.
- 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 Form to Report Lobbying," 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 section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee 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 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.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. 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.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 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 agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with applicable, accounting and financial reporting publication(s) of the Tennessee Comptroller of the Treasury. Financial statements shall be prepared in accordance with generally accepted accounting principles.



- D.13. **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.14. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. **Annual Report and Audit.** The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.16. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- D.17. **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.18. **Independent Contractor.** The parties hereto, in the performance of this Grant 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 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 a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant 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.21. 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.22. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. 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.24. 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.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, 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 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. 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:

Deputy Commissioner
Department of Finance and Administration



Division of Health Care Finance and Administration
Bureau of TennCare
310 Great Circle Road
Nashville, TN 37243
(615) 507-6443 Phone
(615) 741-0882 Fax

The Grantee:

Kathy Whitaker, Director
First Tennessee Area Agency on Aging and Development
3211 North Roan Street
Johnson City, Tennessee 37601
(423) 928-0224 Phone
(423) 928-5209 Fax

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 Grant 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 Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of 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.
- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- 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 Grantee by the State or acquired by the Grantee 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 Grantee 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 Grantee'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 Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee 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 Grantee 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 Grantee 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 Grant Contract.



- E.7. HIPAA and HITECH Compliance. The State and Grantee 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.

The Grantee 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.

The Grantee 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.

The State and the Grantee 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 Grantee in compliance with HIPAA and HITECH.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.9. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, 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 Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.10. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.11. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," 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.12. 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.

- E.13. Offer of Gratuities. By signing this Grant Contract, the Grantee signifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the General Accounting Office, Department of Health and Human Services, CMS, or any other federal agency has or will benefit financially or materially from this procurement. This Grant Contract may be terminated by TennCare if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Grantee, his agent, or employees and may result in termination of the Grant Contract as provided in Section D.4.
- E.14. Tennessee Bureau of Investigation Medicaid Fraud and Abuse Unit (MFCU) Access to Contractor and Provider Records Office of TennCare Inspector General (OIG) Access to Contractor, Provider, and Enrollee Records

Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations, MFCU and TennCare OIG shall be health oversight agencies as defined at 45 C.F.R. §§ 164.501 and 164.512(d) and 65 F.R. § 82462. When acting in their respective capacities as health oversight agencies, MFCU and TennCare OIG do not need authorization to obtain enrollee protected health information (PHI). Because MFCU and TennCare OIG will request the information mentioned above for health oversight activities, "minimum necessary" standards do not apply to disclosures to MFCU or TennCare OIG that are required by law. See 45 C.F.R. §§ 164.502(b)(2)(iv), 164.502(b)(2)(v), and 164.512(d).

The Grantee shall immediately report to MFCU all factually based known or suspected fraud, abuse, waste and/or neglect of a provider or Contractor, including, but not limited to, the false or fraudulent filings of claims and/or the acceptance or failure to return money allowed or paid on claims known to be false or fraudulent. The Grantee shall not investigate or resolve the suspicion, knowledge or action without informing MFCU, and must cooperate fully in any investigation by MFCU or subsequent legal action that may result from such an investigation.

The Grantee shall, upon request, make them available to MFCU or TennCare OIG. In addition, the MFCU must be allowed access to the place of business and to all TennCare records of any Contractor during normal business hours, except under special circumstances when after hour admission shall be allowed. MFCU shall determine any and all special circumstances.

The Grantee shall report TennCare enrollee fraud and abuse to TennCare OIG. The Grantee may be asked to help and assist in investigations by providing requested information and access to records. Shall the need arise, TennCare OIG must be allowed access to the place of business and to all TennCare records of any TennCare Contractor, during normal business hours.



The Grantee shall inform its subcontractors that as a condition of receiving any amount of TennCare payment, the subcontractor must comply with this Section of this Grant Contract regarding fraud, abuse, waste and neglect.

- E.15. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

- E.16. Liquidated Damages. TennCare may choose to assess Liquidated Damages when one or more specified performance standards are not met (see Attachment C). TennCare may also choose to assess Liquidated Damages of \$200 for any instance in which the Grantee fails to properly perform its obligations as defined under this Grant Contract in an appropriate and/or timely manner. Upon determination that the Grantee has failed to meet one or more specified performance standards or to perform one or more of the services described in Section A under this Grant Contract in an appropriate and/or timely manner, TennCare shall notify the Grantee in writing of the deficiency. The Grantee must work to immediately correct such deficiency. The Grantee shall have thirty (30) calendar days from the date of notification to provide proof that such deficiency has been fully resolved to the satisfaction of TennCare. The Deputy Commissioner of TennCare or his or her designee shall determine when a deficiency has been satisfactorily cured. Resolution of the identified deficiency within thirty (30) calendar days does not preclude TennCare's ability to assess a one-time liquidated damage for each instance of such deficiency.

Should the deficiency remain more than thirty (30) calendar days from notification by the Grantor State Agency, TennCare may impose additional damages of \$100 for each day that the deficiency remains unresolved and/or satisfactory documentation thereof is not provided to the Grantor State Agency. The damages may be retroactive to the date of notice of deficiency and will be deducted from the monthly payments to the Grantee.

- E.17. Social Security Administration (SSA) Required Provisions for Data Security. The Grantee shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology guidelines. In addition, Grantee shall have in place administrative, physical, and technical safeguards for data.

- (a) The Grantee shall not duplicate in a separate file or disseminate, without prior written permission from TennCare, the data governed by the Contract for any purpose other than that set forth in this Contract. Should Contractor propose a redisclosure of said data, Contractor must specify in writing to TennCare the data the Contractor proposes to redisclose, to whom, and the reasons that justify the redisclosure. TennCare will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.
- (b) The Grantee agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Contract.
- (c) The Grantee shall provide a current list of the employees of such contractor with access to SSA data and provide such lists to TennCare upon request.



- (d) The Grantee shall restrict access to the data obtained from TennCare to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Contract. The Grantee shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.
- (e) The Grantee shall ensure that its employees:
 - (1) properly safeguard PHI/PII furnished by TennCare under this Contract from loss, theft or inadvertent disclosure;
 - (2) understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Grantee employee is at his or her regular duty station;
 - (3) ensure that laptops and other electronic devices/ media containing PHI/PII are encrypted and/or password protected;
 - (4) send emails containing PHI/PII only if encrypted or if to and from addresses that are secure; and,
 - (5) limit disclosure of the information and details relating to a PHI/PII loss only to those with a need to know.

Grantee employees who access, use, or disclose TennCare or State SSA-supplied data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

- (f) **Loss or Suspected Loss of Data** – If an employee of Grantee becomes aware of suspected or actual loss of PHI/PII, he or she must immediately contact TennCare immediately upon becoming aware to report the actual or suspected loss. Contractor will use the Loss Worksheet, which can be found at http://www.tn.gov/tenncare/forms/phi_piiworksheet.pdf to quickly gather and organize information about the incident. The Grantee must provide TennCare with timely updates as any additional information about the loss of PHI/PII becomes available.

If the Grantee experiences a loss or breach of said data, the State will determine whether or not notice to individuals whose data has been lost or breached shall be provided and Contractor shall bear any costs associated with the notice or any mitigation.

- (g) TennCare may immediately and unilaterally suspend the data flow under this Contract, or cause the Grantee to terminate this Contract, if TennCare, in its sole discretion, determines that Grantee has: (1) made an unauthorized use or disclosure of State SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Contract.
- (h) In order to meet certain requirements set forth in the State's Computer Matching and Privacy Protection Act Agreement (CMPPA) with the SSA, the Parties acknowledge that this Section shall be included in all agreements executed by or on behalf of the State. TennCare and the Grantee further agree that FISMA and NIST do not apply in the context of data use and disclosure under this Contract as Contractor and Contractor shall neither use nor operate a federal information system on behalf of a federal executive agency. Further, NIST is applicable to federal information systems; therefore, although encouraged to do so, the State, its contractors, agents and providers are not required to abide by the NIST guidelines.
- (i) This Section further carries out Section 1106(a) of the Act (42 U.S.C. 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. 3541 et seq.), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the SSA stipulates that Contractor must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system.



(i) Definitions

- (1) "SSA-supplied data" – information, such as an individual's social security number, supplied by the Social Security Administration to the State to determine entitlement or eligibility for federally-funded programs (CMPPA between SSA and F&A; IEA between SSA and TennCare).
- (2) "Protected Health Information/Personally Identifiable Information" (PHI/PII) (45 C.F.R. 160.103; OMB Circular M-06-19) – Protected health information means individually identifiable health information that is: (i) Transmitted by electronic media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- (3) "Individually Identifiable Health Information" – information that is a subset of health information, including demographic information collected from an individual, and: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (4) "Personally Identifiable Information" – any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, including any other personal information which can be linked to an individual.

E.18. Medicaid and CHIP – Verification of Income and Eligibility - The Grantee must provide safeguards that restrict the use or disclosure of information concerning applicants and beneficiaries to purposes directly connected with the administration of the plan:

i. Purposes directly related to the administration of Medicaid and CHIP include:

- (a) establishing eligibility;
- (b) determining the amount of medical assistance;
- (c) providing services for beneficiaries; and,
- (d) conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to Medicaid or CHIP administration.

ii. The Grantee must have adequate safeguards to assure that—

- (a) Information is made available only to the extent necessary to assist in the valid administrative purposes of those receiving the information, and information received under 26 USC is exchanged only with parties authorized to receive that information under that section of the Code; and,
- (b) the information is adequately stored and processed so that it is protected against unauthorized disclosure for other purposes.

iii. The Grantee must have criteria that govern the types of information about applicants and beneficiaries that are safeguarded. This information must include at least—

- (a) Names and addresses;
- (b) Medical services provided;
- (c) Social and economic conditions or circumstances;
- (d) Contractor evaluation of personal information;
- (e) Medical data, including diagnosis and past history of disease or disability; and
- (f) Any information received for verifying income eligibility and amount of medical assistance payments, including income information received from SSA or the Internal Revenue Service,



- (g) Any information received for verifying income eligibility and amount of medical assistance payments
- (h) Income information received from SSA or the Internal Revenue Service must be safeguarded according to Medicaid and CHIP requirements
- (i) Any information received in connection with the identification of legally liable third party resources.
- (j) Social Security Numbers.

- iv. The Grantee must have criteria approved by TennCare specifying
 - (a) the conditions for release and use of information about applicants and beneficiaries:
 - (b) Access to information concerning applicants or beneficiaries must be restricted to persons or Grantee representatives who are subject to standards of confidentiality that are comparable to those of TennCare.
 - (c) The Grantee shall not publish names of applicants or beneficiaries.
 - (d) The Grantee shall obtain permission from a family or individual, whenever possible, before responding to a request for information from an outside source, unless the information is to be used to verify income, eligibility and the amount of medical assistance payment to an authorized individual or entity;
 - (e) If, because of an emergency situation, time does not permit obtaining consent before release, the Grantee shall notify TennCare, the family or individual immediately after supplying the information.
 - (f) The Grantee's policies must apply to all requests for information from outside sources, including governmental bodies, the courts, or law enforcement officials.
 - (i.) The Grantee shall notify TennCare of any requests for information on applicants or beneficiaries by other governmental bodies, the courts or law enforcement officials ten (10) days prior to releasing the requested information.
 - (g) If a court issues a subpoena for a case record or for any Grantee representative to testify concerning an applicant or beneficiary, the Grantee must notify TennCare at least ten (10) days prior to the required production date so TennCare may inform the court of the applicable statutory provisions, policies, and regulations restricting disclosure of information, effective until Jan. 1, 2014.
 - (h) The Grantee shall not request or release information to other parties to verify income, eligibility and the amount of assistance under Medicaid or CHIP, prior to express approval from TennCare.

IN WITNESS WHEREOF,

FIRST TENNESSEE DEVELOPMENT DISTRICT:

Susan Reid

5-13-13

GRANTEE SIGNATURE

DATE

Susan Reid, Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:**



Mark A. Emke /cs
Commissioner

5/14/2013
DATE



ATTACHMENT A

DEFINITIONS

1. **Advocacy** - Activities on the part of the Grantee that assist individuals, families, or caregivers in understanding, navigating, and/or accessing the Medicaid-reimbursed LTSS delivery system.
2. **Caregiver** - For purposes of CHOICES, a person who is (a) a family member or is unrelated to the member but has a close, personal relationship with the member and (b) routinely involved in providing unpaid support and assistance to the member. A caregiver may be also designated by the member as a representative for CHOICES or for consumer direction of HCBS.
3. **CHOICES Member (member)** - A Medicaid participant who has been enrolled by TennCare into CHOICES.
4. **Companion Care** - A consumer-directed residential model in which a CHOICES Member may choose to select, employ, supervise and pay, using the services of a Fiscal Employer Agent on a monthly basis, a live-in companion who will be present in the member's home and provide frequent intermittent assistance or continuous supervision and monitoring throughout the entire period of service duration that cannot be accomplished more cost-effectively with other non-residential services.
5. **Consumer Direction of Eligible CHOICES HCBS (Consumer Direction)** - The opportunity for a CHOICES member assessed to need specified types of CHOICES HCBS including attendant care, personal care, homemaker, in-home respite, companion care and/or any other service specified in TennCare rules and regulations as available for consumer direction to elect to direct and manage (or to have a representative direct and manage) certain aspects of the provision of such services—primarily, the hiring, firing, and day-to-day supervision of consumer-directed workers delivering the needed service(s).
6. **Cost Neutrality Cap** - The requirement that the cost of providing care to a member in CHOICES Group 2, including CHOICES HCBS and Medicaid reimbursed home health, and private duty nursing, shall not exceed the cost of providing facility services to the member, as determined in accordance with TennCare policy. A member's individual cost neutrality cap shall be the average cost of Level 1 nursing facility care unless a higher cost neutrality cap is established by TennCare based on information submitted by the Grantee (as applicable) in the PAE application.
7. **Enrollment Target** - The maximum number of individuals who can be enrolled in CHOICES Group 2 at any given time, subject to exceptions specified in the State's approved 1115 waiver application.
8. **Events Outside of the Grantee's Control** - Notwithstanding events in Section D.20 of this Grant Contract, events that the Grantee cannot control that result in a delay in completing the requirements of this Grant Contract despite the Grantee's exercise of due care. Such events do not include any delays that result from the Grantee's failure to ensure adequate staffing, staff preparedness, staff training, timely scheduling, and/or other similar events.
9. **Expenditure Cap** - The annual limit on expenditure for CHOICES HCBS, excluding minor home modifications, for CHOICES Group 3 members. The Expenditure Cap is \$15,000.
10. **Federal Estate Recovery Program (FERP)** - A federal program set forth under Section 1917(b) of the Social Security Act that requires states offering Medicaid-reimbursed LTSS to seek



adjustment or recovery for certain types of medical assistance from the estates of individuals who were age fifty-five (55) or older at the time such assistance was received, and from permanently institutionalized individuals of any age. For both mandatory populations, the State may elect to recover up to the total cost of all medical assistance provided.

11. **Home and Community Based Services (HCBS)** - Services that are provided pursuant to a Section 1915(c) waiver or the CHOICES program as an alternative to long-term institutional services in a NF or an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID). HCBS may also include optional or mandatory services that are covered by Tennessee's Title XIX state plan or under the TennCare Demonstration for all eligible enrollees, including home health or private duty nursing. However, only CHOICES HCBS are eligible for Consumer Direction. CHOICES HCBS do not include home health or private duty nursing services or any other HCBS that are covered by Tennessee's Title XIX state plan or under the TennCare demonstration for all eligible enrollees, although such services are subject to estate recovery and shall be counted for purposes of determining whether a CHOICES Group 2 member's needs can be safely met in the community within his or her individual cost neutrality cap.
12. **Immediate Eligibility** - A mechanism by which the TennCare may elect, based on a preliminary determination of an individual's eligibility for the CHOICES 217-Like Group, to enroll the individual into CHOICES Group 2 and provide immediate access to a limited package of HCBS pending a final determination of eligibility.
13. **Level of Care (LOC)** - Medical eligibility criteria for receipt of an institutional service. An individual who meets the LOC criteria for NF care is an individual who has been determined by the Bureau to meet the medical eligibility criteria established for that service.
14. **Level 1 Nursing Facility (NF) Care Reimbursement** - The level of Medicaid reimbursement provided for NF services delivered to residents eligible for Medicaid-reimbursement of NF services determined by the Bureau to meet the medical eligibility criteria set forth in Rule 1200-13-01-.10(4) by a NF that meets the requirements set forth in Rule 1200-13-01-.03(3), and in accordance with the reimbursement methodology for Level 1 NF Care set forth in Rule 1200-13-01-.03(6).
15. **Managed Care Organization (MCO)** - An HMO that participates in the TennCare program.
16. **Natural Support** - Unpaid support and assistance critical to ensuring the health, safety, welfare and quality of life of a member residing in the community delivered by family members, friends, neighbors, and other entities including clubs, churches and community organizations.
17. **One-Time HCBS** - Specified CHOICES HCBS which occur as a distinct event or which may be episodic in nature (occurring at less frequent irregular intervals or on an as needed basis for a limited duration of time). One-time HCBS include in-home respite, in-patient respite, assistive technology, minor home modifications and/or pest control.
18. **Ongoing HCBS** - Specified CHOICES HCBS which are delivered on a regular and ongoing basis, generally one or more times each week, or (in the case of community-based residential alternatives and Personal Emergency Response Systems (PERS) on a continuous basis. Ongoing HCBS include community-based residential alternatives, personal care, attendant care, home-delivered meals, PERS and/or adult day care.
19. **Patient Liability** - The amount of an enrollee's income, as determined by DHS, to be collected each month to help pay for the enrollee's long-term services and supports.
20. **Physical Disabilities** - For the purposes of CHOICES, one or more medically diagnosed chronic, physical impairments, either congenital or acquired, that limit independent, purposeful physical movement of the body or of one or more extremities, as evidenced by substantial functional limitations in one or more ADLs that require such movement—primarily mobility or transfer—and



that are primarily attributable to the physical impairments and not to cognitive impairments or mental health conditions.

21. **Physically Disabled** - For purposes of enrollment into CHOICES Group 2 an adult aged twenty-one (21) or older who has one or more physical disabilities.
22. **Pre-Admission Evaluation (PAE)** - A process of assessment by TennCare used to determine an individual's medical (or LOC) eligibility for Medicaid-reimbursed care in a NF or ICF/IID, and in the case of NF services, the appropriate level of reimbursement for such care. For purposes of CHOICES, the PAE application shall be used for determining LOC and for calculating the Individual Cost Neutrality Cap for a CHOICES Group 2 member.
23. **Pre-Admission Screening/Resident Review (PASRR)** - The process by which the State determines whether an individual who resides in or seeks admission to a Medicaid-certified NF has, or is suspected of having, MI or ID, and, if so, whether the individual requires specialized services and is appropriate for NF placement.
24. **Single Point of Entry (SPOE)** - The agency charged with screening, intake, and facilitated enrollment processes for non-Medicaid eligible individuals seeking enrollment into CHOICES.
25. **Warm Transfer** - A telecommunications mechanism in which the person answering the call facilitates transfer to a third party, announces the caller and issue, and remains engaged as necessary to provide assistance.



**ATTACHMENT B
GRANT BUDGET
(Grant Budget Page 1)**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2013 and ending June 30, 2014.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE- ITEM CATEGORY ¹ <small>(detail schedule(s) attached as applicable)</small>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$425,000.00	\$0.00	\$425,000.00
2	Benefits & Taxes	\$178,500.00	\$0.00	\$178,500.00
4, 15	Professional Fee/ Grant & Award ²	\$51,800.00	\$0.00	\$51,800.00
5	Supplies	\$31,541.00	\$0.00	\$31,541.00
6	Telephone	\$1,000.00	\$0.00	\$1,000.00
7	Postage & Shipping	\$250.00	\$0.00	\$250.00
8	Occupancy		\$0.00	
9	Equipment Rental & Maintenance	\$4,000.00	\$0.00	\$4,000.00
10	Printing & Publications	\$4,000.00	\$0.00	\$4,000.00
11, 12	Travel/ Conferences & Meetings	\$35,000.00	\$0.00	\$35,000.00
13	Interest ²		\$0.00	
14	Insurance	\$250.00	\$0.00	\$250.00
16	Specific Assistance to Individuals		\$0.00	
17	Depreciation ²		\$0.00	
18	Other Non-Personnel ²		\$0.00	
20	Capital Purchase ²		\$0.00	
22	Indirect Cost	\$211,225.00	\$0.00	\$211,225.00
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$942,566.00	\$0.00	\$942,566.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/rds/jocr/policy03.pdf).

² Applicable detail attached if line-item is funded.



**ATTACHMENT B
GRANT BUDGET LINE-ITEM DETAIL**

Page 2

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Quarterly payment for achievement of only one (1) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$1,000.00 per quarter
Quarterly payment for achievement of only two (2) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$2,500.00 per quarter
Quarterly payment for achievement of only three (3) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$4,500.00 per quarter
Quarterly payment for achievement of only four (4) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$7,000.00 per quarter
Quarterly Payment for achievement of all five (5) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	Up to \$10,000.00 per quarter
Performance Measures Payment Total	Up to \$40,000.00 Annually
Quality of Life Survey up to 50 @ \$100.00 per Survey (Section A.55)	Up to \$5,000.00 Annually
CHOICES Customer Satisfaction Survey (Section A.57 – A.58)	
Completed Surveys- Group 1 38 @ \$100.00 per Survey	\$3,800.00 Annually
Completed Surveys – Group 2 25 @ \$100.00 per Survey	\$2,500.00 Annually
Data Entry	\$200.00 Annually
Attempted Phone Contact @ \$12.00 per attempt	
Attempted face-to-face @ \$50.00 per attempt	\$300.00 Annually
CHOICES Survey Total	Up to \$6800.00 Annually
TOTAL	\$51,800.00

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount



**ATTACHMENT B.1
GRANT BUDGET
(Grant Budget Page 1)**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014 and ending June 30, 2015.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE- ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$425,000.00	\$0.00	\$425,000.00
2	Benefits & Taxes	\$178,500.00	\$0.00	\$178,500.00
4, 15	Professional Fee/ Grant & Award ²	\$51,800.00	\$0.00	\$51,800.00
5	Supplies	\$31,541.00	\$0.00	\$31,541.00
6	Telephone	\$1,000.00	\$0.00	\$1,000.00
7	Postage & Shipping	\$250.00	\$0.00	\$250.00
8	Occupancy		\$0.00	
9	Equipment Rental & Maintenance	\$4,000.00	\$0.00	\$4,000.00
10	Printing & Publications	\$4,000.00	\$0.00	\$4,000.00
11, 12	Travel/ Conferences & Meetings	\$35,000.00	\$0.00	\$35,000.00
13	Interest ²		\$0.00	
14	Insurance	\$250.00	\$0.00	\$250.00
16	Specific Assistance to Individuals		\$0.00	
17	Depreciation ²		\$0.00	
18	Other Non-Personnel ²		\$0.00	
20	Capital Purchase ²		\$0.00	
22	Indirect Cost	\$211,225.00	\$0.00	\$211,225.00
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$942,566.00	\$0.00	\$942,566.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.



**ATTACHMENT B.1
GRANT BUDGET LINE-ITEM DETAIL**

Page 2

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Quarterly payment for achievement of only one (1) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$1,000.00 per quarter
Quarterly payment for achievement of only two (2) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$2,500.00 per quarter
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Quarterly payment for achievement of only four (4) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$7,000.00 per quarter
Quarterly Payment for achievement of all five (5) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	Up to \$10,000.00 per quarter
Performance Measures Payment Total	Up to \$40,000.00 Annually
Quality of Life Survey up to 50 @ \$100.00 per Survey (Section A.55)	Up to \$5,000.00 Annually
CHOICES Customer Satisfaction Survey (Section A.57 – A.58)	
Completed Surveys- Group 1 38 @ \$100.00 per Survey	\$3,800.00 Annually
Completed Surveys – Group 2 25 @ \$100.00 per Survey	\$2,500.00 Annually
Data Entry	\$200.00 Annually
Attempted Phone Contact @ \$12.00 per attempt	
Attempted face-to-face @ \$50.00 per attempt	\$300.00 Annually
CHOICES Survey Total	Up to \$6800.00 Annually
TOTAL	\$51,800.00

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount



**ATTACHMENT B.2
GRANT BUDGET
(Grant Budget Page 1)**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015 and ending June 30, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE- ITEM CATEGORY ¹ <small>(detail schedule(s) attached as applicable)</small>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$425,000.00	\$0.00	\$425,000.00
2	Benefits & Taxes	\$178,500.00	\$0.00	\$178,500.00
4, 15	Professional Fee/ Grant & Award ²	\$51,800.00	\$0.00	\$51,800.00
5	Supplies	\$31,541.00	\$0.00	\$31,541.00
6	Telephone	\$1,000.00	\$0.00	\$1,000.00
7	Postage & Shipping	\$250.00	\$0.00	\$250.00
8	Occupancy		\$0.00	
9	Equipment Rental & Maintenance	\$4,000.00	\$0.00	\$4,000.00
10	Printing & Publications	\$4,000.00	\$0.00	\$4,000.00
11, 12	Travel/ Conferences & Meetings	\$35,000.00	\$0.00	\$35,000.00
13	Interest ²		\$0.00	
14	Insurance	\$250.00	\$0.00	\$250.00
16	Specific Assistance to Individuals		\$0.00	
17	Depreciation ²		\$0.00	
18	Other Non-Personnel ²		\$0.00	
20	Capital Purchase ²		\$0.00	
22	Indirect Cost	\$211,225.00	\$0.00	\$211,225.00
24	In-Kind Expense		\$0.00	
25	GRAND TOTAL	\$942,566.00	\$0.00	\$942,566.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.



ATTACHMENT B.2
GRANT BUDGET LINE-ITEM DETAIL
 Page 2

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Quarterly payment for achievement of only one (1) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$1,000.00 per quarter
Quarterly payment for achievement of only two (2) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$2,500.00 per quarter
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Quarterly payment for achievement of only four (4) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	\$7,000.00 per quarter
Quarterly Payment for achievement of all five (5) of Quarterly Performance Measures 1-5 for each quarter (Section A.64)	Up to \$10,000.00 per quarter
Performance Measures Payment Total	Up to \$40,000.00 Annually
Quality of Life Survey up to 50 @ \$100.00 per Survey (Section A.55)	Up to \$5,000.00 Annually
CHOICES Customer Satisfaction Survey (Section A.57 – A.58)	
Completed Surveys- Group 1 38 @ \$100.00 per Survey	\$3,800.00 Annually
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Data Entry	\$200.00 Annually
Attempted Phone Contact @ \$12.00 per attempt	
Attempted face-to-face @ \$50.00 per attempt	\$300.00 Annually
CHOICES Survey Total	Up to \$6800.00 Annually
TOTAL	\$51,800.00

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount



ATTACHMENT C

LIQUIDATED DAMAGES

It is acknowledged by TennCare and the Grantee that in the event of failure to meet the requirements provided in this Grant Contract and all documents incorporated herein, TennCare will be harmed. The actual damages that TennCare will sustain in the event of and by reason of such failure are uncertain and are extremely difficult and impractical to ascertain and determine. The parties therefore acknowledge that the Grantee shall be subject to liquidated damages as described below. It is further agreed that the Grantee shall pay TennCare liquidated damages as directed by TennCare and not to exceed the fixed amount as stated below; provided however, that if it is finally determined that the Grantee would have been able to meet the Grant Contract requirements listed below but for TennCare's failure to perform as provided in this Grant Contract, the Grantee shall not be liable for damages resulting directly therefrom.

1	Failure to meet established Performance Measure #1 pertaining to calls for Information and Referral as specified in Section A.64.	<p>\$500 per quarter that the Grantee's performance is below eighty percent (80%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.64, Performance Measure #1 will not be included in the denominator.</p> <p>\$1,000 per quarter that the Grantee's performance is below seventy-five percent (75%). For the purpose of assessing compliance with this standard, exceptions as listed in A.64, Performance Measure #1 will not be included in the denominator.</p>
2	Failure to meet established Performance Measure #2 pertaining to face-to-face visits for individuals referred through the MDS process as specified in Section A.64.	<p>\$500 per quarter that the Grantee's performance is below eighty percent (80%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.64, Performance Measure #2 will not be included in the denominator.</p> <p>\$1,000 per quarter that the Grantee's performance is below seventy-five percent (75%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.64, Performance Measure #2 will not be included in the denominator.</p>
3	Failure to meet established Performance Measure #3 pertaining to face-to-face visits for individuals referred for Screening and Intake as specified in Section A.64.	<p>\$500 per quarter that the Grantee's performance is below eighty percent (80%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.64, Performance Measure #3 will not be included in the denominator.</p> <p>\$1,000 per quarter that the Grantee's performance is below seventy-five percent (75%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.64, Performance Measure #3 will not be included in the denominator.</p>
4	Failure to meet established Performance Measure #4 pertaining to submission to TennCare of the documents, including the PAE, required to make CHOICES enrollment determinations as specified in Section A.64.	<p>\$500 per quarter that the Grantee's performance is below eighty percent (80%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.64, Performance Measure #4 will not be included in the denominator.</p> <p>\$1,000 per quarter that the Grantee's performance is</p>



		below seventy-five percent (75%). For the purpose of assessing compliance with this standard, exceptions as listed in Section A.64, Performance Measure #4 will not be included in the denominator.
5	Failure to comply with HIPAA and HITECH Rules resulting in an unauthorized disclosure of PHI as described in Section E.7.	The damage that may be assessed shall be up to One Thousand Dollars (\$1,000.00) per incident.
6	Failure to have adequate Privacy and Security Safeguards and Policies as described in Section E.7.	The damage that may be assessed shall be up to Five Hundred Dollars (\$500.00) per incident.
7	Failure to timely report violations in use and Disclosure of PHI as described in Section E.7.	The damage that may be assessed shall be up to One Hundred Dollars (\$100.00) per calendar day until cured.
8	Failure to timely report Privacy/Security incidents as described in Section E.7.	The damage that may be assessed shall be up to One Hundred Dollars (\$100.00) per calendar day until cured.
9	Failure to ensure that all State data containing protected health information (PHI), as defined in HIPAA, is secured through commercially reasonable methodology in compliance with HITECH, such that it is rendered unusable, unreadable and indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site which compromises the security or privacy of TennCare enrollee protected health information (See ancillary Business Associate Agreement executed between the parties).	The damage that may be assessed shall be up to One Hundred Dollars (\$100.00) per recipient per occurrence, and, if the State deems credit monitoring and/or identity theft safeguards are needed to protect those State recipients whose PHI was placed at risk by Contractor's failure to comply with the terms of this Contract, the Contractor may be liable for all costs associated with the provision of such safeguard services.
10	Failure by the Contractor to prevent the use or disclosure of State recipient data or State confidential in any form via any medium with any third party beyond the boundaries and jurisdiction of the United States (See ancillary Business Associate Agreement executed between the parties).	The damage that may be assessed shall be up to One Hundred Dollars (\$100.00) per recipient per occurrence.
11	Failure to comply with limitations on use, treatment, and safeguarding of data as described in Sec. E.17.	The damage that may be assessed shall be up to One Hundred Dollars (\$100.00) per recipient per occurrence.
12	Failure to provide safeguards that restrict the use or disclosure of information concerning applicants and beneficiaries to purposes directly connected with the administration of the plan as described in Sec. E.18.	The damage that may be assessed shall be up to One Hundred Dollars (\$100.00) per recipient per occurrence.